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Current Topics.

Easter Cause Lists.

THE EASTER Cause Lists reveal one or two interesting facts, but no startling changes, with respect to the state of litigation. The Court of Appeal list has fallen from eighty-one last year to sixty-nine. The number has been nearly halved in two years, for the 1925 Easter Lists contained 127 cases for trial before the Court of Appeal. Twelve appeals are from the Chancery Division, thirty-three from the King's Bench Division, eleven from county courts in workmen's compensation cases, six are Admiralty appeals, and there is the same number of interlocutory appeals. The Chancery Division list shows an increase of eighty-six, the figure for this year being 342, which exceeds by nine that of two years ago. In the King's Bench Division there is very little change in the number of actions awaiting trial; last year's figure—622—has dropped to 605. The most notable feature of this list is the number of cases of personal injuries which is as high as 126, out of a total of 202 down for trial by common juries. The number of commercial causes is exactly the same as it was at this time last year, namely thirty-nine; and there are ten actions set down under Ord. XIV. The Divisional Court list shows an increase from 141 to 171, there being a heavy increase—from twenty-one to fifty-nine—in the Revenue Paper. The Probate and Divorce list shows a slight increase—from 709 to 731, as many as 628 of these being in the undefended list. There are no special or common jury cases in the divorce list for this term. The number of Admiralty actions also is the same as last year—namely twenty-three. Whilst the total number of appeals is down, the total number of causes in all divisions shows a substantial increase from 1,831 to 1,956.

Rating of Church Halls.

IN THE recent Irish case of *Commissioner of Valuation* v. *Fisherwick Presbyterian Church Trustees*, 1927, N.I. 76, the court had to consider the question whether the particular user of the hall attached to a church deprived it of its immunity from rateability. The hall in question was used for church purposes, including the meetings of a guild connected with the church, whose activities embraced the playing of badminton twice a week during six months in the year. The Commissioner of Valuation took the view that the playing of badminton, or, for the matter of that, any other game, in the church hall, was no part of the work of the church and, consequently, that the hall was liable to be rated. The question for the opinion of the court was whether this view was sound. On the one side it was said in argument that, to be exempt, the hall must be used exclusively for charitable—in this instance, church—purposes within s. 2 of the Valuation (Ireland) Act, 1854; on the other, that badminton promoted by a church guild is part of the religious and social work of a congregation. The court adopted the latter contention as correct. MOORE, C.J., said that "the playing of badminton in this hall forms a minor incident intended to assist the work of this church, and the provision of facilities for this form of recreation, forming as it does part of the charitable scheme of the church, should be treated as though it were a charitable purpose, and the building is therefore exempt from assessment." The decision affords an apt illustration of the truth of an observation by BROWN, J., in the course of his judgment in the same case, "that the whole conception of the nature of religious work has changed in the last fifty years," and that it is no longer thought that religious work is sufficiently provided for by church services. With the change in the conception of what is embraced in religious work, there has followed, as of necessity, a change in the application of the relevant statutory provisions.

Trustee and Profits out of Trust.

AN IMPORTANT application of the doctrine that a trustee may not make a profit out of his trust is to be found in Mr. Justice RUSSELL'S decision in the recent case of *Williams* v. *Barton*, *The Times*, 14th inst. Border-line cases frequently occur in which it is difficult to determine whether or not the above doctrine applies, and *Williams* v. *Barton* appears to be one of these cases.

There the defendant entered into the employ of a firm of stockbrokers, the terms of the employment being that he was to give the firm his services in connexion with Bank of England transfer work, and only to receive as remuneration half the commission earned by the firm on all work introduced by him to the firm, and which the firm was willing to undertake. The defendant happened to be a testamentary trustee of an estate, and he procured his firm to be employed in connexion with the valuation of the securities comprised in the estate on the death of the testator and subsequently on the death of the tenant for life, the defendant receiving from his firm half the fees paid to the firm out of the estate in respect of the work done. The question thereupon arose whether the testator was entitled to retain these moneys, it being argued that the above doctrine that a trustee may not make a profit out of the trust did not apply, since the above moneys were paid to the defendant as part of the salary he was entitled to receive from the firm for his services. The peculiarity about the

nature of the defendant's remuneration was that such remuneration had no relation to the services which he rendered to the firm, and that it largely depended on the defendant's efforts in introducing business to the firm, such business having again no relation to the defendant's services.

Mr. Justice RUSSELL held, however, that the above doctrine applied, and that the defendant was not entitled to retain the moneys he had received through the introduction of the work in connexion with the trust estate. The learned judge based his decision on the fact that there was in the circumstances a clear conflict between the defendant's duty as trustee and his interest in obtaining an increased remuneration, and he pointed out that though these moneys might be part of his remuneration for other services rendered, they were an addition to the remuneration which he would otherwise have received in respect of the same services. In other words, the defendant had increased his remuneration by reason of his trusteeship.

This decision might usefully be contrasted with *Re Dover Coalfield Extension Ltd.*, 1908, 1 Ch. 65. There the Dover company transferred certain shares which it held in the Kent Company to one COUSINS, one of its directors, whom it wished to be on the board of the Kent Company for the purpose of protecting its own interests, and it was held that the remuneration received by the person in question, as director of the Kent Company, was not profit received by him for the use of the Dover Company. This case, however, is distinguishable, because as RUSSELL, J., pointed out in *Williams* v. *Barton*, " the profit which [COUSINS] gained was not procured by him by the use of his position as trustee, but was a profit earned by reason of work which he did for the Kent Company and which would not have been earned by him had he not been willing to do the work for which it was the remuneration. It was not a profit solely acquired by reason of his use of his position as trustee, and a profit in respect of which no extra services was rendered " as was the case in *Williams* v. *Barton*.

Suicides and Inquests "in Camera."

A WELL-KNOWN London coroner is reported to have observed that, in the public interest, it is desirable that inquests on all suicide cases should be held " in camerâ," both public and press being excluded from the court. It is understood, however, that the opinion given was really more qualified. Plainly, possible suicide cases may be conceived in which anything less than full publicity would be improper, e.g., when the death follows a " suicide pact," and the other party to the bargain fails to carry out his or her part, and survives. In such cases there is an issue of murder or suicide, and a capital charge may follow. Different considerations might apply to an undoubted case of suicide—only the word " undoubted " can only be justified after the verdict. Even the preliminary letter to the coroner, which sometimes accompanies a deliberate suicide, might be forged—or again, the would-be suicide might have changed his mind after the letter and been murdered. In the typical case, however, such a letter is strong evidence. The coroner's mind was no doubt pressed with the painful nature of many of such letters, and the accusations, sometimes quite untrue, which are so often a feature of them. He states that in such cases his practice is to hand the letter to the jury and to the persons concerned and their legal advisers, and not to allow it to be read aloud. This appears to be a very reasonable and proper way of dealing with such a case, and it is not necessary that all documentary evidence should be read in court—otherwise about 90 per cent. of the Chancery cases in which affidavits are used would be invalidated because they were not all read entirely through during the trial. Thus, the letter, properly placed before the jury, would be in evidence, and the veto on reading it aloud would prevent needless distress to relatives, and, perhaps, imitation of the unhappy writer's course of action by some ill-balanced person reading the letter and a " written-up " account of the matter in the Press. There is, of course, a legal question whether a coroner has any right to hold an inquest in camerâ. It was doubted by some of the older authorities, but the judgment of Lord TENTERDEN, C.J., in *Garnett* v. *Ferrand*, 1827, 6 B. & C. 611, may be quoted as authority otherwise. There the coroner and one of his servants forcibly expelled the plaintiff from the room before the inquest was held. The latter bringing an action for assault, the plea that no action would lie against the coroner for any act done by him succeeded, but the justifiability of excluding the public was also considered. Thus, p. 626 : " The Court was assembled for an inquest on the view of the body of a person then lying dead. Now it is obvious that such an enquiry ought, for the purposes of justice, in some cases to be conducted in secrecy." And again, " it was admitted in argument, that secrecy and exclusion may be proper and necessary when charge and accusation begins. It is obvious that this may begin as soon as the evidence begins. Cases also may occur, in which privacy may be requisite for the sake of decency ; others, in which it may be due to the family of the deceased." This case, therefore, is authority that an inquest may lawfully be held in camerâ, though the reasons of decency or the feelings of relatives might be precluded on the grounds laid down in *Scott* v. *Scott*, 1913, A.C. 417. The broad principle of open court is as important at inquests as at other trials, and coroners pay full respect to it.

The Right of the Road.

A CORRESPONDENT in *The Times* raises a nice question as to the duties of the drivers of vehicles entering or crossing a main road from a side road as distinguished from those of a driver on a main road who approaches a cross road. No English decision appears to have thrown much light on the matter, but, whether for the reason that Scottish drivers are less yielding than folk on this side of the border or otherwise, there are several cases in point reported from the Court of Session. In *Macandrew* v. *Tillard*, 1909, S.C. 78, an action brought in respect of the collision of two cars at such a junction, Lord DUNEDIN, as Lord President, definitely laid down that cross-road traffic should give way to main-road traffic. In a subsequent case, however, *Robertson* v. *Wilson*, 1912, S.C. 1276, he explained that his judgment was not to be construed to mean that the driver on the main road had no duty of caution, but that his duty is not so onerous as that of the driver on the cross road. *Hutchison* v. *Leslie*, 1926, Sessions Notes 152, is to the same effect. In all these cases the drivers appear to have been familiar with the *locus in quo*. But His Majesty's subjects are privileged to drive along roads which are new to them, both highways and byways. How, then, are they to know which is which ? A driver on a grass-grown road, who sees sixty feet of shining asphalt in front of him, may surmise with some certainty that he is on the less important way, but there are thousands of crossings where the roads are apparently equally good or bad. In such case, or in any case, how is he infected with " notice " that he is on the inferior road, if it be so ? And, for example, at Oxford Circus, which is the superior road, and why ? Perhaps the driver in unknown country should, in case of doubt, always assume that he was on the least important way, but it would be asking a good deal of him if, say, on " A1 " from Newcastle to Berwick, he had to go dead slow past all the lanes leading to the coastal villages. The common-sense of the matter, if there is to be discrimination, is to give the driver on the inferior road notice of his duties on the approach—and for this purpose the notices, unlike those of the " A.A.," useful though they are, should be authoritative. In fact, if the main road superiority is to have any reality, the driver from the side road should have the entire responsibility of safe entrance, just as the driver from a private road should have, though in *Campbell* v. *Cowan*, 1910, S.C. 556, both drivers in collision in such circumstances were held guilty of negligence.

Lord Birkenhead's Acts.

A Retrospect.

By Sir BENJAMIN L. CHERRY, LL.B.
(One of the Conveyancing Counsel to the Court.)

Amending Bill.—The time has come when one can consider whether the working of the new Acts has disclosed sufficient friction to warrant immediate attention. The conclusion at which I have arrived is that it is possible, and indeed advisable, that, unless something devastating occurs, no attempt in the present year should be made to provide further facilities for lubricating the machinery.

This result is mainly attributable to the way in which the courts, as might have been predicted, have disposed of points falling for their decision. There has been nothing in the nature of a *Tyrrel's Case* (no use upon a use), which would have brought equitable interests on to the title of the legal estate. Under the old law such a decision was required, in the interests of justice, for the device of protecting the beneficial owner by means of two or more trustees, or by registration of land charges, etc., had not been adopted. Still the consistent way in which general principles have been borne in mind by the Bench and the Bar is all the more noteworthy in view of the delay in the publication of practice books, having for their object the collection and grouping of the material enactments affecting each subject.

When second editions of the text books, bearing on the working of the new legislation, have appeared, we shall all be in a better position to judge whether the aid of the Legislature should be invoked and to what extent.

This conclusion is diametrically opposed to the view, originally entertained by me, that for several years a Law of Property Amendment Bill might be treated as a hardy annual.

The transitional provisions.—Some searchings of heart are inevitable when the transitional provisions, designed to bring past titles into line with the new law, are applied. It may be galling, for instance, to discover that whereas, before 1926, title could have been made by A, B, C and D, the legal estate is now vested in X and Y; still inconveniences seldom, if ever, arise save where the pre-1926 title was not in a desirable condition.

Pre-1926 settlements.—Under the original scheme vesting deeds, for giving effect to pre-1926 settlements, were not required; it has been questioned whether it was wise to render them necessary. On the whole I think it was. This requirement has probably done more to bring home to the profession the idea of a simple succession of instruments, exclusively relating to the transfer or evidence of the transfer of the legal estate, than anything else, and has resulted in titles being put into proper order by the vendor before investigation by an intending purchaser.

Advantages and disadvantages.—In considering the profit and loss account, on the one side we have the inconveniences and additional work consequential on the transitional period, while on the other we have evidence, every day, of transactions being rendered feasible and simple which could not have been effected before 1926.

Death duties.—One hears of hardship resulting from the claim of the Inland Revenue to treat land as personalty by reason of a notional conversion. The obvious commonsense solution, and one which might well be held to follow from the new legislation, is that, for the purposes of duties, the actual state of the property at the time the duty becomes leviable should be the governing factor: see Law of Property Act, 1925, s. 28; Settled Land Act, 1925, ss. 75 and 77; *Re Hill*, 1896, 1 Ch. 962; *Re Soltau*, 1898, 2 Ch. 629.

Restrictive covenants.—A suggestion has been made that some system of endorsement of notice of restrictive covenants should be substituted for the registration of a land charge pursuant to a priority notice; that would be a step towards the gradual re-introduction, into abstracts, of equitable interests to clog the legal title and is clearly contrary to principle. It is supported on the ground that the land charges register is only a register against the name of the covenantor, and not a register against the land by reference to a map. The opponents of registration of title will at once see that this line of argument undermines their position. If a register of land is to be set up, the cost would approximate so nearly to that of registration of title that a demand for the latter could not well be resisted.

On the other hand the fees for registration and for official searches in a names register are so small that they can be properly regarded as negligible.

Where the certificate of search raises a question as to the identity of the covenantor, this question can nearly always be resolved by bespeaking a copy of the material part of the register; here again the fee is negligible: it certainly is not worth while to make a personal search.

Newspapers taking the place of Counsel.—The mass of legislation which came into force in 1926 has led to the introduction of a new practice, among papers circulating in the profession, of answering questions on points which, in the ordinary course, would have been submitted to Counsel for an opinion. This practice, I submit, is no more British than a Conveyancing Bureau, and except as a temporary expedient is much to be deplored, particularly in the immediate interests of junior members of the Bar, and accordingly in the ultimate interests of the system and of the profession. It would be at least unfortunate if it were deemed necessary to ask the General Council of the Bar or the Institute of Conveyancers to take action in such a matter. May I respectfully suggest that the proprietors of the papers concerned should make a joint arrangement to discontinue the practice at some convenient date, say at the end of the next long vacation?

By that time the literature on the subject should have attained a stage sufficient to warrant a return to the normal practice. Assuming that, after the first stage fright was surmounted, the answers given have been generally correct, it is fairly obvious that the particulars forming the basis of the questions cannot be as complete as those which would be furnished in a case to Counsel; on this account the lay client is bound to suffer. Nor can the lot of the Counsel detailed to answer the questions be a happy one; he is not in a position to do justice to himself and his honorarium can seldom be an adequate remuneration for the labour involved.

Private Street Works.

By ALEXANDER MACMORRAN, M.A., K.C.

(*Continued from p.* 318.)

IV.

Before commencing to discuss the procedure under the Act, it may be useful to refer to the provision in s. 1 to the effect that the Act is to be construed as one with the Public Health Acts. This is an important provision and involves important results. For the moment it may be sufficient to say that the effect of the enactment was thus stated by Lord Selborne in *Canada Southern Railway Co.* v. *International Bridge Co.*, 8 A.C., at p. 727. He there said, referring to two Acts which were to be read together by virtue of the provisions of the statute: "We must construe every part of each of them as if it had been contained in one Act, unless there is some manifest discrepancy, making it necessary to hold that the later Act has to some extent modified something found in the earlier Act." There are many other decisions to the same effect.

To return now to the point at which the preceding note left off, the Act provides that during the month while the specification, etc., is deposited, any owner of premises shown

in a provisional apportionment as liable to be charged with any part of the expenses of executing the works may, by written notice served on the urban authority, object to the proposals of that authority on any of certain specified grounds. It is important to consider these grounds separately, for the Act provides that no objection which can be made under it shall be otherwise made or allowed in any court proceeding or manner whatsoever.

The first ground of objection which may be raised by a frontager is that the alleged street or part of a street is not or does not form part of a street within the meaning of this Act. The meaning of this is quite clear. It was intended to provide for circumstances similar to those in *Ex parte Wake*, 12 Q.B.D. 142. That case has already been referred to in these notes. The facts were as follows: A frontager objected that the plans referred to in the notice under the Public Health Act showed that part of the work was executed upon land belonging to private owners. It was held that as part of the work was executed in a street the magistrate could only order payment of the apportioned sum and the frontager's only remedy was by appeal to the Local Government Board under s. 268. It is manifestly inconvenient that an objection of this kind cannot be raised under the Public Health Act until after the work has been done and the expenses demanded, and accordingly the Act now under consideration provides that the objection may be raised during the month already mentioned. In this connexion it may be remembered that where a street is partly repairable by the inhabitants at large, as, for example, when it incorporates an old footpath or lane, the local authority may, if they are acting under the Public Health Act, 1875, make up the entire road at the expense of the frontagers. This is the effect of the last clause of s. 150. There is no similar clause in the Private Street Works Act, 1892, and when the case arises under the latter Act the justices must amend the specification, etc., so as to charge the frontagers with the expenses of such part only of the street as is not repairable by the inhabitants at large.

The second ground of objection is that the street or part of a street is, in whole or in part, a highway repairable by the inhabitants at large. Under the Act of 1875 such an objection could not be raised and decided until after the work had been done and the expenses demanded. Now the objection can be dealt with before the works have begun at all. It has been held that under this ground of objection a frontager may raise the question whether a "place" is a street, thus making the second ground overlap to some extent the first. See *Carey* v. *Bexhill Corporation*, 1904, 1 K.B. 142.

The third ground of objection is that there has been some material informality, defect or error in or in respect of the resolution, notice, plans, sections or estimate. This ground does not call for special consideration.

The fourth ground is that the proposed works are insufficient or unreasonable, or that the estimated expenses are excessive. Under the previous law this objection could not be raised at all except by way of appeal to the Local Government Board.

The fifth ground is that any premises ought to be excluded from or inserted in the provisional apportionment. Under this head a frontager might object on the ground that his premises did not front or abut upon the street, or that he was, on some legal ground, not chargeable as a frontager, or he might object that certain premises which had been omitted from the apportionment ought to be added thereto.

The sixth, and last, ground is that the provisional apportionment is incorrect in respect of some matter of fact to be specified in the objection or (where the provisional apportionment is made with regard to other considerations than frontage) in respect of the degree of benefit to be derived by any persons, or the amount or value of any work already done by the owner or occupier of any premises. This last ground requires some explanation. The Act provides that in a provisional apportionment the expenses are to be apportioned according to the frontage of the respective premises unless the urban authority otherwise resolve, but the urban authority may, if they think just, resolve that in settling the apportionment regard shall be had to the following circumstances, that is to say: (*a*) the greater or less degree of benefit to be derived by any premises from such works; (*b*) the amount and value of any work already done by the owners or occupiers of any such premises. They may also, if they think just, include any premises which do not front, adjoin or abut on the street or part of a street, but access to which is obtained from the street through a court, passage or otherwise, and which in their opinion would be benefited by the works, and may fix the sum or proportion to be charged against any such premises accordingly. Now it has been held that it is for the authority alone to decide whether to make use of this section, and an objection cannot be raised on the sixth ground that they ought to have, but have not, in fact, done so (see *Bridgwater Corporation* v. *Stone*, 72 J.P. 487). Where, however, the urban authority have apportioned the expenses according to benefit or otherwise under the provision already mentioned, objection may be made by the frontager to the manner in which the power conferred by the section has been exercised.

Another important provision of the Act is that the urban authority, if they think fit, may, at any time, resolve to contribute the whole or a portion of the expenses of any private street works. It has been held that, in the absence of a resolution of the urban authority, an objection cannot be raised on the sixth ground that the urban authority have not contributed, in whole or in part, to the expenses of private street works. This was decided in *The Mayor of Chester* v. *Briggs*, 1924, 1 K.B. 239.

With regard to the last provision in s. 10 of the Act, that premises may be included which do not front or abut on the street, but access to which is obtained from the street through a court, passage or otherwise, and which will in their opinion be benefited by the works, reference should be made to *Newquay U.D.C.* v. *Rickeard*, 1911, 2 K.B. 846. It was there held that the words "court, passage or otherwise" include everything which gives access to the premises in the same way as a court or passage, but not a public street or a road made for a purpose other than that of giving access to the premises in question.

So much for the objections which can be raised by a frontager during the month already mentioned. At the expiration of the month the urban authority may apply to a court of summary jurisdiction to appoint a time for determining the matter of all objections made as in the Act mentioned, and at the time and place so appointed such court may proceed to hear and determine the matter of all such objections in the same manner as nearly as may be and with the same powers and subject to the same provisions with respect to stating a case as if the urban authority were proceeding summarily against the objectors to enforce payment of a sum of money summarily recoverable. The court may quash in whole or in part, or may amend the resolution, plans, sections, estimates and provisional apportionments, or any of them, on the application either of any objector or of the urban authority. The court may also, if it thinks fit, adjourn the hearing and direct any further notices to be given. This provision, which has been fully quoted, may be said to contain the whole object of the Act, which is to provide for the raising and determining of objections to the works before they are put in hand and before the expenses are incurred. All the grounds of objection already mentioned may be dealt with by the justices under the section. They have the widest power to quash or amend the proceedings.

Another important provision of the Act is that which enables the urban authority to include in any works to be done under the Act with respect to any street or part of a street any works which they think necessary for bringing the street or part of a street, as regards sewerage, drainage, level

or other matters, into conformity with any other streets, whether repairable or not by the inhabitants at large, including the provision of separate sewers for the reception of sewage or surface water respectively. There is no such provision in the Public Health Act 1875.

Yet another important provision is that the urban authority, in any estimate of the expenses, may include a commission not exceeding 5 per cent., in addition to the estimated actual cost, in respect of surveys, superintendence and notices, and such commission when received is to be carried to the credit of the district fund. It has already been pointed out in these notes that there is no similar provision in the Act of 1875. It should here be mentioned that an appeal to quarter sessions lies against all or any of the decisions of the justices on the foregoing objections. See *Pearce* v. *Maidenhead Corporation*, 1907, 2 K.B. 96.

After the objections already referred to have been determined by the justices, the urban authority may proceed to execute the works. It will be noticed that under the Act now being discussed the frontagers are not allowed the opportunity of executing the works themselves. After the objections have been heard and determined the local authority may proceed with the works. When these have been completed and the expenses thereof ascertained the surveyor has to make a final apportionment by dividing the expenses in the same proportions in which the estimated expenses were divided in the original or amended provisional apportionment, as the case may be, and such final apportionment is to be conclusive for all purposes. Notice of such final apportionment is to be served upon the owners of the premises affected thereby, and the sums apportioned are to be recoverable in the manner provided by the Act or in the same manner as private improvement expenses are recoverable under the Public Health Act, 1875, including the power to declare any such expenses to be payable by instalments. And the Act provides that within a month after such notice the frontager may, by written notice, object to the final apportionment on the following grounds, or any of them: (*a*) that the actual expenses have, without sufficient reason, exceeded the estimated expenses by more than 15 per cent.; (*b*) that the final apportionment has not been made in accordance with the section already referred to; (*c*) that there has been an unreasonable departure from the specifications, plans and sections. These objections are to be determined in the same manner as the objections to the provisional apportionment, that is to say, in proceedings before a court of summary jurisdiction.

(*To be continued.*)

The Companies Bill.

By A. J. Fellows, B.A., Lincoln's Inn.

The Bill of 103 sections and two schedules which has just been introduced in the House of Lords by the Lord Chancellor appears to be destined, if it passes, which no doubt, it should, to meet something like the fate of the Patents and Designs Amendment Act of 1907. The latter Act received the Royal Assent and was repealed the moment after by the Consolidating Act which is still law. A Consolidating Act is now promised, to supersede that of 1908, but it has been found that the most convenient procedure is to frame the reforms and amendments of the law beforehand in a separate Bill.

The latter is mainly based on the recommendations of Mr. Wilfrid Greene's Committee last year. To judge from modern records, probably the most profitable form of swindling on the grand scale is to induce the public to buy a company's shares at inflated prices by highly-coloured statements as to the value of the assets, and the probable future profits. Where millions are to be made, the swindler can afford to hire sharp brains to help him to evade the law safeguarding investors in such shares against misrepresentation. This law is mainly embodied in the Companies Acts, and it is naturally very difficult to keep them proof against roguery.

The method of selling worthless or highly speculative shares by house-to-house canvass has received much public attention the last year or two, principally because of a big campaign engineered by certain Americans, and its frustration by a very thorough exposure in the Press. Section 85 of the Bill now forbids this sort of canvassing or "oral solicitation of any kind" to induce people to buy shares not quoted by a recognised Stock Exchange in Great Britain, or not offered for sale to the public, with the accompanying statutory safeguards. Shares may be offered in writing subject to the statement of certain particulars, disclosing cold facts calculated to chill the red-hot enthusiasm which the promoters' fanciful dreams of prosperity would otherwise work up. And the facts are to be printed in at least as large a type as the fancies. So far as house-to-house campaigning is concerned, the Press exposures may have killed its possibilities for years, and the section is thus, perhaps, aimed to flog a dead horse. Still, it is well to have a course which lent itself to swindling and hardly anything else definitely made unlawful, and choses in action are not proper subjects for hawking. The veto does not apparently extend to debentures, but they may be regard as insufficiently exciting for the swindlers' purposes.

The need of amendment in the law shown by *re City Equitable Company*, 1925, Ch. 407, has previously been indicated in these columns, and the matter is dealt with in s. 72 of the Bill. Briefly, this forbids the Article which has now become "common form," exonerating directors and officers of a company from the proper consequences of their own negligence. In the case mentioned, Romer, J., and the Court of Appeal would have held certain directors and the auditors responsible for the losses caused by the frauds of G. L. Bevan, on the ground that, if they had properly performed their duties to the company, they could have prevented them. Article 150 of the company, however, in effect, was a contract with its officers and auditors that they should not be required to show either diligence or intelligence in the duties for which they were paid. The purist might perhaps say that the proposed veto was a violation of the freedom of contract, and that a wise investor should avoid companies saddled with such imbecile bargains. The answer is, of course, that memoranda and articles of association are settled on the instructions of promoters and prospective directors, and the clause is now copied by a clerk or adopted from a printed form with a string of others, even in honest undertakings. And, plainly, since an individual or firm would not engage employés on the footing that they might be as careless or negligent as they pleased without legal responsibility, prospective directors of a company should not be allowed to impose such a foolish contract on it in its infancy.

Section 69 strengthens s. 72, by giving a court power to declare that, where the business of a company has been tainted by fraud, not only present but past directors responsible for its management shall be personally liable without limit to its creditors and contributories for their losses. The two sections taken together should make the way of those who are ready to sell exalted names to figure on the boards of dubious or insolvent companies so hard that they will choose abstention and loss of fees as the lesser evil. A celebrated poster may be remembered after the exposure of one group of companies. "X's earls are cheap to-day." The Bill, if passed, should go a long way towards abolishing the purely decorative or puppet board. It has, of course, before now been held that a company was practically under the direction and control of an individual who, officially, had nothing to do with its activities, see *R.* v. *Lawson*, 1905, 1 K.B. 541. If the section passes, the directors and auditors of such companies will no longer be able to ride off on their ignorance of facts which they should have known if they had properly attended to their duties.

The untrustworthiness of balance-sheets reported as "true and correct" by auditors under s. 113 (2) (*b*) of the Act of 1908 has been apparent ever since the decision in *Re Kingston Cotton Mill Co.*, 1896, 2 Ch. 279, on a provision in the Directors Liability Act of 1890 re-enacted in the Act of 1908. In that case it was decided that auditors may blindly take stock values from directors when the very purpose of the audit is to verify the statements made by them to the shareholders. By this simple plan of inflating the value of assets in balance-sheets both WHITAKER WRIGHT and JABEZ BALFOUR converted vast losses into paper profits. Section 35 of the new Bill is framed to deal with this form of dishonesty, but it may be doubted whether, even yet, it is robust enough. Section 34, in effect, makes compulsory para. 106 of Table A, requiring an annual profit and loss account to be placed before the shareholders. Subject to this requirement, the new s. 35 (1) appears to be much the same as s. 26 (3) of the 1908 Act, which is not, however, repealed, and there seems nothing in the Bill in respect of stock other than shares in subsidiary companies to make the auditor's certificate any safer than before. So far as the assets of a company may consist of shares in another company, sub-ss. (4) to (6) require certain statements to be annexed to and filed with the annual balance-sheet of the holding company as to the profit and losses of the subsidiary company or companies. This is calculated to make the annual report of a big holding company a very complicated affair, and it may safely be prophesied that the average shareholder will make no effort to master it. Still, there is often a "shareholder's watch-dog," usually someone who thinks that the board should avail itself of his own talents and services, and the more details directors of the type of JABEZ BALFOUR, WHITAKER WRIGHT and BEVAN have to publish, the more likely their frauds will be discovered. And the proposals contained in s. 43 (1) (*d*) and s. 71 of the Bill, invoking the activity of the Public Prosecutor in suitable cases, should strengthen the law and help to relieve defrauded shareholders of some of the present expenses of a prosecution (as provided in sub-s. (5) of s. 71).

In a company meeting some time ago a director flatly refused to disclose his remuneration to a shareholder. Section 74 of the Bill provides that, if one-quarter of the shareholders so demand, the directors must state their "remuneration or other emoluments, including income tax and supertax if he is to take his pay free from them." Shareholders certainly should be in a position to know what their servants are paid, but, in respect of a company's general business, it must always be remembered that the owners of a rival concern may buy a few shares to learn its organisation. It would therefore be unreasonable to require secret processes, etc., to be revealed to shareholders. This view of the question will be found discussed in the "*Secret Service Fund*" *Case, Newton* v. *B.S.A. Co., Ltd.*, 1906, 2 Ch. 378, a decision not over-ruled by the new Act.

A case of first-class importance which is over-ruled is the *Ooregum Case*, 1892, A.C. 125, laying down that limited companies have no power to issue shares at a discount. The reasoning of Lord HALSBURY and the other judges in that case may perhaps still be regarded as sound, but s. 32 of the Bill, which, with certain safeguards, permits of the issue of shares at a discount, may be regarded as, in the language of the Wrenbury Report, "A concession to commercial experience." A company can now, in fact, issue paid-up shares at a discount by taking property worth in the market much less than the nominal amount of the shares in return, and the prohibition has been found in practice to be inconvenient. The issue of shares of "no par value" is not, however, sanctioned by the Bill. Some members of Mr. GREENE'S Committee seemed to favour such an innovation, but there appear to be great possibilities of abuse.

The inconveniences of the procedure attending a "special resolution" as required in s. 69 (2) of the 1908 Act have long been recognised, and s. 21 of the Bill provides for one meeting only, of which not less than fourteen days' notice is to be given, with a proviso that, in case of unanimity amongst all members entitled to vote, a special resolution may be passed at any meeting.

The avoidance of the requirements as to prospectus by the expedient of the "offer for sale" of shares already allotted is countered by ss. 26 and 27 of the Bill. It is provided by s. 26 that, if a company allots shares with a view to their being offered to the public, "the document by which the offer for sale to the public is made shall for all purposes be deemed to be a prospectus issued by the company," and s. 27 forbids a company or any person on its behalf to issue forms of application for shares or debentures without a prospectus. Perhaps the comment may be made that the evidence to establish agency might be very difficult to obtain where a particular individual held a large block of worthless shares and sold them by puffery and ignoring the statutory requirements, but on the other hand a company cannot fairly be made responsible for the misrepresentations of a shareholder, published without its authority.

Other sections which may be mentioned are that imposing a veto on an undischarged bankrupt acting as director without the leave of the court (s. 76), that giving the creditors of an insolvent company to appoint their own liquidator a committee of inspection in a voluntary winding-up (s. 61), that punishing the directors of an insolvent company who have obtained credit for it by "long firm" frauds (s. 66), the section amending the present futile provisions as to the minimum subscription for allotment (s. 29), and that giving a company power to issue redeemable preference shares (s. 14).

The Trade Disputes and Trade Unions Bill.

BY E. P. HEWITT, K.C., LL.D.

A CHANGE in the law governing Trade Unions, with a view to affording more complete protection to the community and the individual, has long been foreshadowed. The ordinary citizen, who may take very little interest in politics, regards it as unreasonable that when a dispute arises between employers and employed in some industry, e.g., the coal-mining industry or the railway service—a dispute in which the general public may have no direct concern and take no part—he should be deprived of, or have serious difficulty in obtaining, the essentials of existence. The public have certainly no wish to interfere with the legitimate action of Trade Unions, the value of whose organisations they fully realise. Nor would it be reasonable, or even practicable, to take away the right to strike. But anything in the nature of coercion or intimidation, whether applied to the community or the individual, is an undue interference with the liberty which every citizen under a free constitution is entitled to enjoy, and is not authorised either by common law or by statute.

It is contended, in some quarters, that to amend the law by expressly declaring the practices complained of to be illegal, would be futile; as the provisions of an amending Act could not be enforced. The fact is, however, that the general body of trade unionists have no wish to break the law, but they have had doubt and misapprehension as to what the existing (somewhat ambiguous) statutory provisions allow. If, for example, it had been generally known that the great strike of last May was illegal, it is inconceivable that the responsible leaders of the Trade Unions would have strengthened that movement by giving it their active support.

The new Bill which has been introduced might, no doubt, be improved—some clauses made more lucid, others modified, and some new provisions inserted. But viewing the question as a lawyer, the Bill (with reasonable amendments) will, it is

thought, not merely give greater security to the community and to the individual workman, in the event of industrial disturbance, but will achieve the very useful purpose of making it easier than it is under the existing statutes, for those engaged in such disputes, to know what action is, and what is not, within the limits allowed by law.

Section 1 is of great importance, but as at present framed, it is open to the criticism of being to some extent ambiguous. Its object is to define an illegal strike; or, at all events, to specify in the form of a declaration certain conditions, which, if they occur, will make a strike illegal. Sub-section (1) is in the following terms:—

"1.—(1) It is hereby declared that any strike having any object besides the furtherance of a trade dispute [within the trade or industry in which the strikers are engaged] is an illegal strike *if it is a strike designed or calculated to coerce the Government, or to intimidate the community or any substantial portion of the community*,(*) and that it is illegal to commence or continue, or to apply any sums in furtherance or support of any such illegal strike."

["For the purposes of the foregoing provision a trade dispute shall not be deemed to be within a trade or industry unless it is a dispute between employers and workmen, or between workmen and workmen, in that trade or industry, which is connected with the employment or non-employment or the terms of the employment, or with the conditions of labour, of persons in that trade or industry."]

The words "within the trade or industry in which the strikers are engaged," in the earlier part of the sub-section, and the clause at the end (both of which are placed above within brackets) are very difficult of construction. To draw a line between one trade or industry and another must often be hardly possible. The definition should be framed in clearer terms, or else the passages placed above within brackets should be omitted; and upon the whole this latter course, it is thought, would be the wiser one to adopt. But the sub-section, apart from the passages within brackets, would seem to be of real value. It puts authoritatively and in a clear and simple form what appears, in my opinion, to be part of the existing law. A strike would only be likely to take place where a dispute involves one of the principal objects of a trade union, and the Trade Union Act, 1913, contemplates that all the principal objects of a trade union shall be industrial objects. Accordingly, a strike having an object other than the furtherance of a "trade dispute," would appear to be outside the Trade Union Acts.

Again, a strike "designed to coerce the Government, or to intimidate the community," would be an offence under the general law amounting to an unlawful conspiracy. But an express declaration of the illegality in statutory form must bring home to the minds of those who may contemplate engaging in such a movement, that by so doing they would be committing a direct breach of the law. Such a strike being illegal, it follows that it is also illegal to "apply any sums in furtherance or support" of the same, as provided by the section.

Section 1 (2) relates to procedure, and makes any person who instigates or takes part in an illegal strike liable to punishment by fine or imprisonment, either on summary conviction or on indictment. Section 1 (3) provides that neither the Trade Disputes Act, 1906, nor the proviso to s. 2 (1) of the Emergency Powers Act, 1920, shall apply to an act done in contemplation or furtherance of a strike declared by the Bill to be illegal, and no such act is to be deemed, for the purposes of any enactment, to be done "in contemplation or furtherance of a trade dispute."

This sub-section (sub-s. (3) of s. 1) is also, in the main, merely declaratory of the existing law. It is clear that a strike designed with the object of coercing or intimidating the community is not a trade dispute, and does not come within any of the Trade Union statutes. The Emergency Powers Act, 1920, provides (s. 1) that, in the conditions therein mentioned, His Majesty may by Proclamation declare that a state of emergency exists; and by s. 2 (1) where such a proclamation has been made and so long as it is in force, His Majesty in Council may, by order, make Regulations "for securing the essentials of life to the community." To this sub-section there are two provisos, the second of which declares that no such Regulation is to make it an offence "for any person or persons to take part in a strike, or peacefully to persuade any other person or persons to take part in a strike." It is reasonably clear that a strike "designed to coerce the Government or to intimidate the community" would not be a strike within the meaning of this proviso.

Objection has been taken by many to s. 1 of the new Bill, upon the ground that it only applies to those who strike and is not directed against those who cause a lock-out. There would seem to be no objection to adding a clause, providing that a lock-out designed with the object of coercing the Government or intimidating the community shall be illegal. But such a declaration would not, of course, alter the existing law; nor is it easy to see how it could be proved that a lock-out had such an object and design in view.†

Section 2 of the new Bill is consequential on s. 1. It provides (in substance) that no person who refuses to take part in any strike declared by the Act to be illegal, shall, by reason of such refusal, be subject to expulsion from any Trade Union, or to deprivation of any right or benefit to which he would otherwise be entitled.

(To be continued.)

(*) The italics are mine, and the brackets where they occur are also mine.

[† Surely the criticism here made of the suggestion to make or declare certain lock-outs illegal applies with equal force to the proposal contained in s. 1 to make certain strikes illegal.—ED., *Sol. J.*]

Some Legal Aspects of Town Planning.

BY RANDOLPH A. GLEN, M.A., LL.B.

(*Editor of "Glen's Public Health," 1925 Edition.*)

I.

THERE are 262 urban authorities in England and Wales with a population of more than 20,000, according to the census of 1921,(1) and the councils of these bodies that have not already done so are all required to prepare and submit to the Minister of Health before the 1st January, 1929, "a town planning scheme in respect of all land within the borough or urban district in respect of which a town planning scheme may be made under this Act" (Town Planning Act, 1925, s. 3 (1)). Of these councils only eleven have had their schemes approved by the Minister,(2) and only 136 have passed the first resolution to prepare a scheme.(3) There is, therefore, considerable town planning activity to look forward to before their two years' grace expires. Of the remaining authorities, 1,375 in number, six have had their schemes approved,)(4) and 207 have schemes in various stages of preparation.(5) These figures are up to the 31st March, 1927, and show that, by that date, twenty-three schemes had been approved at the instance of seventeen authorities, and 545 schemes had been commenced by 343 authorities, making 568 schemes among 360 authorities. By that date, of the 1,637 authorities, 1,277 had not passed the first resolution to prepare a town planning scheme.

(1) Namely, eighty-two county boroughs, ninety-four boroughs, and eighty-six urban districts.
(2) These eleven authorities have, between them, prepared sixteen separate schemes.
(3) These 136 authorities are, between them, preparing 259 separate schemes. There are, therefore, 117 authorities to whom the compulsory provisions may have to be applied.
(4) These six authorities have, between them, prepared seven separate schemes.
(5) These 207 authorities are, between them, preparing 286 separate schemes. There are, therefore, 1,162 of these smaller authorities that have not yet availed themselves of the Act.

I have been asked to deal with the "legal aspects" of this subject, meaning thereby the contentious matters that have actually arisen, and not hypothetical questions that might arise, for this would require an almost endless series of articles.

Though the first English Town Planning Act was passed in 1909, eighteen years ago, I know of only two High Court cases which have been reported in the full law reports and turn directly upon town planning enactments. Curiously enough, both these cases arose in connexion with the Ruislip-Northwood Scheme, which was the second to be finally approved.(6)

In the first of these cases,(7) an owner claimed that, by reason of the building line fixed by the scheme, he had (*a*) been rendered liable to set back, for a distance of seven feet, four shops which he had in fact erected beyond the prescribed line, and (*b*) been deprived of the use for building purposes of a strip of land fronting on the High Street, about 300 feet in length and seven feet in depth. The total claim was for £2,707 10s.(8)

The defence with regard to the four shops was that these had been erected after the passing of the resolution to prepare the scheme, and that therefore the claim was barred by s. 58 (2) of the Act of 1909, now s. 10 (2) of the Act of 1925. That defence succeeded before the arbitrator, and before BAILHACHE, J., and in the Court of Appeal.

As to (*b*), there was considerable difference of opinion. The first contention by the defendants was that the building line provision in the scheme was one which, "with a view to securing the amenity of the area included in the scheme,"(9) prescribed "the space about buildings," that it had been held to be "reasonable" by an order of the Local Government Board dated the 7th September, 1914, and that therefore, under s. 29 (2) of the Act of 1909 (now, s. 11 (2) of the Act of 1925), the claimant's property was not to be "deemed to be injuriously affected" thereby. As to this, the arbitrator, now His Honour Judge MOORE, before whom the claim came first, upheld this contention, and BAILHACHE, J., agreed, holding that "when the object and effect of the building line is to prescribe a space round buildings, whether in front or at the side or at the back," no compensation is payable.(10) In the Court of Appeal, BANKES, L.J., held that there was "a real distinction between a provision laying down a building line, and a provision providing for the space about a building,"(11) and that therefore s. 59 (2) afforded no defence. SCRUTTON, L.J., dissented, saying that the word "amenity" meant "pleasant circumstances or features, advantages," and that "wide streets and plenty of air and room between houses seem clearly to be amenities, and a provision securing them by setting back houses to a given line seems to me to be a provision with a view to securing amenity," and holding that "building lines" are "prescriptions of space about buildings."(12) EVE, J., agreed with BANKES, L.J., though he admitted that "the setting back of the frontage increases, and in some degree prescribes, the space about buildings."(13) This defence accordingly failed. It is to be noted that BANKES, L.J., said: "The justification for sub-section (2) would appear to be either that the advantages resulting to the property from the provision of the scheme are considered to equal or outweigh the injury complained of, or possibly that a man ought not to be allowed compensation for doing in reference to his property what, apart from compulsion, he ought to do voluntarily."(14)

(6) The first resolution was passed on the 16th January, 1911, and the scheme was finally approved on the 7th September, 1914.
(7) *In re Ellis and Ruislip-Northwood U.D.C.*, 1919, Bailhache, J., 17 L.G.R. 427; reversed in C.A., L.R., 1920, 1 K.B. 343; 88 L.J., K.B. 1258; 122 L.T. 98; 83 J.P. 273; 17 L.G.R. 607.
(8) For details, see 17 L.G.R., at p. 429.
(9) These words were afterwards repealed by s. 48 and Sch. III of the Act of 1919, and are not in the Act of 1925.
(10) 17 L.G.R., at p. 439.
(11) *Ibid.*, at p. 613.
(12) *Ibid.*, at p. 616.
(13) *Ibid.*, at p. 620.
(14) *Ibid.*, at p. 611.

The second contention as to (*b*) was that the claim was barred by s. 59 (1) of the Act of 1909. This sub-section provided, and s. 11 (1) of the Act of 1925 which has taken its place provides, that no compensation is to be paid in respect of provisions in the scheme which "would have been enforceable if they had been contained in bye-laws made by the local authority." The arbitrator, BAILHACHE, J., and SCRUTTON, L.J., held that, as a bye-law could reasonably have been made prescribing the same amount of space in front as had been prescribed by the scheme, this defence succeeded. But BANKES, L.J., and EVE, J., held the contrary, the former saying: (15) "The object of sub-section (1) would appear to be to secure that a man shall not make a profit out of the passing of a town planning scheme, by providing that if the injury of which he complains might have been brought about by enforcing a bye-law under which he could not obtain compensation, he shall not be entitled to compensation because the injury is inflicted by the making of a town planning scheme."

The learned Lord Justice made three points on this contention. First, he said: (16) "There is no power in the respondent council to prescribe a building line by bye-law. It is, in my opinion, no answer for the respondent council to say: 'True, we could not by bye-law have made the provision contained in clause 36, but we could have produced the same result, so far as the injurious affection of your land is concerned, by a provision of an entirely different character, namely, a provision that you shall provide so much open space in front of any buildings erected on your land.' Even assuming the result to be the same, the means of securing the result are not those indicated in the sub-section." Next, he said: (16) "I am by no means sure that the contention of the respondent council that the same result could be effected by prescribing the width of open space in front of any building erected on the appellant's land is well founded. A bye-law, to be enforceable, must be enforceable throughout the whole of the respondent council's district. They cannot make a bye-law, the operation of which is confined to the appellant's land." Thirdly, he said: (17) "The providing for the necessity of an open space of a certain width, whether measured from the opposite side of a street or from the centre of a street, would never give a building line in the sense in which that word is used in clause 36 of the scheme, unless the street was of uniform width throughout. The street in front of the appellant's land is found by the arbitrator to be of varying width." The matter was accordingly remitted to the arbitrator, and ultimately the sum of £487 was awarded.(18)

This, the most important town planning case so far decided, also raised an interesting point on the Public Health (Buildings in Streets) Act, 1888, which, with the only other reported High Court case on this subject, will be dealt with next week.

(15) *Ibid.*, at p. 610. (16) *Ibid.*, at p. 611. (17) *Ibid.*, at p. 612.
(18) Information kindly supplied by Mr. Abbott, the Clerk and Solicitor to the Ruislip-Northwood U.D.C.

(*To be continued.*)

CRIMINAL LAW ADMINISTRATION.

Judge Atherley-Jones, K.C., was congratulated at Newcastle Sessions on Friday 22nd inst. on having attained his majority as Recorder of the City. In acknowledging the compliments paid to him, Judge Atherley-Jones said that during those twenty-one years there had been some great changes in the administration of the criminal law, which had been on the whole changes for the better. The old principle of regarding criminals as reptiles to be put out of the way and punished, often with cruel severity, had disappeared, having been recognised as a bad principle.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS) invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

The Rt. Hon. Sir William Bull, Bart., P.C., M.P.

We have much pleasure in including in this number a portrait of Sir William Bull, solicitor, who is this year's President of the Solicitors' Benevolent Association.

Sir William Bull was born at Hereford on Michaelmas Day, 1863, but his family originally came from Sussex, whence they can trace their pedigree back to the village of Cowfold, where there is still standing a house once known as "Bulls," which was occupied by the family for 300 years from 1332; after that they moved to Wivelsfield. For the last four generations, however, they have been Londoners. Sir William Bull's grandfather, Henry William Bull (1792-1872), was admitted a solicitor in Michaelmas Term 1813, and was joined two years later by his brother, Frederick (1794-1850). Sir William Bull's father, Henry Bull (1829-1878), was admitted in 1861, whilst Sir William himself was admitted in 1888 and joined his elder brother, Henry John Howard Bull (1862-1905), who was admitted in 1885. A nephew and partner, Roland John Howard Bull (1892-1917), was killed at Ypres. Two of his sons, Stephen and George, are articled to Messrs. Bull & Bull, solicitors, 3, Stone-buildings, Lincoln's-inn, and Hammersmith (of which Sir William is the senior partner), and they will, no doubt, join the firm in due course. He has two partners, Mr. Gilbert Lewis West and Mr. Leon Benham Castello.

Whilst a student, Sir William was an active member of the United Law Society and, for a time, editor of their journal. He very early took an interest in politics, and was a member of the London County Council from 1892 to 1901, and elected Member of Parliament for Hammersmith in 1900, thus being one of the half-dozen surviving members of that Parliament who have sat continuously since for the same seat. He has, we understand, been offered office on more than one occasion, but has not seen his way to accept all that it involves. He was knighted in 1905, created a Privy Councillor in 1918, and made a Baronet in 1922. A member of The Law Society, he was invited to join the council of that society in 1918, has served on several committees ever since, and from time to time has been able to give expression of the views of the council in the House of Commons. When seen by our special representative, he was most enthusiastic about a scheme he is inaugurating for increasing the membership of the Solicitors' Benevolent Association to 50 per cent. of those on the Rolls. He said: "There are 15,000 practising solicitors, and I was amazed when I took office to find there were only 5,000 who subscribed to the Association. This is not worthy of our great profession. I think everybody who earns his living by a particular calling ought, as a matter of course, to support its benevolent fund so that those members who fall by the way can be helped *by their own colleagues*. Surely it is a privilege to help them? To put it on lower ground, I am surprised that solicitors do not tumble to the fact that it is a wonderful safeguard in case they themselves come unexpectedly to grief, or die young: I have a case before me of a man who casually subscribed one guinea for three or four years with the result that his widow (owing to living a long time, I admit) received over £2,000 from the society and lived in comparative comfort to the end of her days. Another case, a man subscribed 25 guineas, and his daughters still alive have received up to date £2,371—and we hope they will live for many years to enjoy our help. This beats life insurance hollow. As a council we naturally give larger benefits to the relatives of members than to those who are non-members. I have sent a personal appeal to all the solicitors in England and Wales who are not members, and I have up to date had a very fair response. I am convinced the claims of the society have only to be brought to the knowledge of solicitors for all to subscribe." In conclusion, Sir William added: "I would like to take this opportunity of thanking The Solicitors' Journal for the splendid way they have always supported the Solicitors' Benevolent Association. I have before me the long and detailed report of The Solicitors' Journal of the 2nd January 1858, when that paper supported the formation of the Association."

Sir William is, of course, interested in many other charities. For instance, he has been chairman of the Seaside Convalescent Hospital for many years, is on the board of management of the West London Hospital and is Hon. Solicitor to the League of Mercy. He is president of the Men of Sussex Society, and is interested in Genealogy and Heraldry—being Maltravers Herald Extraordinary of the College of Arms. He has been Assistant Commander "T" Division of the Special Constabulary since 1914, and Hon. Colonel of the 20th (Hammersmith Battery) County of London Volunteer Regiment, and is a Justice of the Peace for the County of London. As Knight Principal of the Imperial Society of Knights Bachelor, which he founded eighteen years ago, he was recently largely instrumental in obtaining an insignia for that degree. Altogether an exceptionally busy man with innumerable activities, he enjoys every moment of his energetic life. His principal recreations are swimming, sailing and shooting, but he is rarely able to devote much time to any of them. He is a member of the Carlton, Constitutional, and Junior Constitutional Clubs. W. P. H.

A Conveyancer's Diary.

Trusts for Sale in relation to the Curtain Scheme.

An interesting article by Mr. Withers recently appeared in one of our contemporaries. The article raises some points on the practice, where land is held on trust for sale, of keeping the documents relating to the legal estate distinct from those declaring the trusts of the proceeds of sale and of the rents until sale, instead of conveying the land on the trusts on which it ought to be held by reason of its being purchased under a power in a money settlement. He calls attention to the fact that, when a person becomes solely and absolutely entitled, the trusts of the proceeds do become material, for the trustees have to decide whether or not to convey the land to him in accordance with his rights, recognised by L.P.A., 1925, s. 23. Mr. Withers might also have referred to s. 3 (1) (ii) of that Act giving a right to tenants in common, entitled free from incumbrances, to require the legal estate to be vested in not more than four of them on trust for sale. In practice, however, the number of cases where a trust for sale terminates in this way must be regarded as insignificant. The essential point is that (as in the case of vesting instruments relating to settled land), during the subsistence of the trust, the title to the land is kept free from the dealings with the property of which the proceeds form part.

For instance, when appointing new trustees of a money settlement or a will complicated accounts are frequently scheduled, these have nothing to do with the making of title by the trustees and should not be brought on to the title. In such appointments (to answer one of the points raised) care is, of course, taken that the vesting declaration, express or implied, does not extend to the land; that is dealt with by an appointment of even date relating to the land held on trust for sale.

Mr. Withers asks why, in the conveyance on trust for sale, the usual trust is "to hold" the proceeds of sale on the trusts declared by the separate document instead of "to pay" the money to the trustees of the separate document. Surely the answer is that the trustees of both documents are (see L.P.A., 1925, s. 24; T.A., 1925, s. 35), usually the same persons. If in any special case this were not so, then the proper trust would be "to pay," etc.

Again, Mr. Withers appears to miss the point by suggesting that purchasing trustees are creating "an independent trust for sale" when they direct their vendor to convey to them and they (not the vendor, it is no concern of his) declare that they hold the land on trust for sale and the net proceeds on the trusts declared by a separate instrument. Instead, they are carrying out, not merely the spirit, but the literal form of their trust. An express power to purchase land in a money settlement, or will, nearly always contains a direction that the land shall be conveyed on trust for sale. If the L.P.A., 1925, s. 32, has been relied on, then the land has to "be held by the trustees on trust for sale." Is there any distinction? What impropriety do the trustees commit when they say in the conveyance that they "hold" the land on trust for sale. Whether or not they say so, or the old form is adopted, this is what they are liable to do. Mr. Withers appears to admit that the words "All land acquired under this sub-section shall be conveyed to the trustees on trust for sale" in L.P.A., 1925, s. 28 (1) necessarily warrant a conveyance on trust for sale. But is not this a distinction without a difference and all for the sake of a worn-out form, the relic of bygone ages, when attempts at simplification of title were unknown?

There is a somewhat belated attack on the forms given in 1 "K. & E." (11th ed., 528, 637), because they recite that the purchase was made in exercise of a power, and that the money was raised out of property subject to the trusts of the settlement or will. Mr. Withers submits that the recitals bring the settlement on the title to the land. But why? Under L.P.A., 1925, s. 27 (1), a purchaser from the trustees is not concerned with the trusts of the proceeds whether or not those trusts are disclosed. He gets a valid receipt if the terms of sub-s. (2) (as amended) of that section are complied with (see also T.A., 1925, s. 14), and will obtain the legal estate. What more does the purchaser want? He is not a party to any fraud; on their face the recitals, though no doubt unnecessary, show that everything is in order. The trustees of both instruments should be the same persons: T.A., 1925, s. 35, but even if they are not, the receipt by the trustees of the conveyance or assent on trust for sale is good in favour of the purchaser, for he is not concerned to see that the proper persons have been appointed: L.P.A., 1925, s. 24 (1).

A will only operates in equity: L.P.A., 1925, 9th Sch., para. 3. A right to the proceeds of sale of land held on trust for sale is an equitable interest: L.P.A., 1925, s. 205 (1) (x), and Form No. 9 in the 6th Sch. to that Act clinches the practice in regard to assents on trust for sale. That form shows that it is no breach of trust, in a conveyance on trust for sale, to set out any express power to appoint new trustees relating to the trust, so as to give effect to the intention expressed in T.A., 1925, s. 35. Cannot conveyancers take full advantage of the benefits and protection of legislation without its being forced on them? What answer could the opponents of compulsory registration of title give if, in nine years time, it could be shown that the disciples of Mr. Withers insisted on bringing the trusts of a money settlement on to the title when every facility was given for keeping them off?

To assist those who are dubious it might be expedient to enact that:—

> "Where land is to be held on trust for sale the conveyance or assent shall set out any express power to appoint new trustees and any other powers additional to or larger than the statutory powers which affect the land by virtue of the trust."

It would, however, be difficult to contend that such an enactment is in any way essential. A difficulty might perhaps arise if it were sought (e.g., by preventing the legal estate from passing) to make it obligatory, in every case, to have the conveyance separate from the instrument declaring the trusts, for when joint tenants purchase for themselves it is generally convenient that the simple trusts of the proceeds should appear in the conveyance itself. Incidentally, it may be mentioned that it will never be necessary to have more than two deeds to appoint new trustees, the first will relate to the money settlement, while the second can extend to any number of assents or conveyances on trust for sale.

Additional Powers of Trustees for Sale.

Under L.P.A., 1925, s. 23, it is clear that the perpetuity rule may be safely disregarded as respects trusts for sale. The powers given to trustees for sale under L.P.A., 1925, s. 28, by reference to the S.L.A., 1925, are free from any question as to remoteness. The same remark applies to any additional or larger powers which were formerly conferred by a strict settlement and under the L.P.A., 1926, become exercisable by trustees for sale. Mr. Withers, however, raises the question whether powers expressly conferred by the conveyance, in addition to the statutory powers, may be too remote unless made exercisable only within lives in being and twenty-one years; he cites *Re Allott*, 1924, 2 Ch. 498, a case in which the Court of Appeal reluctantly held that a leasing power given to trustees, who were not trustees for sale, was too remote. Trustees for sale have a statutory power to postpone the sale (L.P.A., 1925, s. 25) and additional powers can be given to them by the Court under T.A., 1925, s. 57. The question, however, is whether additional powers (not within L.P.A., 1925, s. 162) given by the trust instrument or set out in the conveyance or assent and exercisable during the subsistence of the trust for sale are affected by the rule? Can they be treated as additional powers within S.L.A., 1925, s. 109, and so become exercisable in like manner as if conferred by that Act, though there is no "settlement" within that Act? The point seems to be new, and one which, unless previously disposed of by the courts, might well be cleared up by an Amending Bill. On general principles, if the trust is valid any incidental powers would remain in force during the subsistence of the trust. If the instrument merely removed restrictions on statutory powers it would be specially difficult to hold that such provisions were invalid.

Landlord and Tenant Notebook.

Key Money and the Rent Acts.

A correspondent has sent us a report of a case, *Brookes v. Chessell*, which was tried at Stockport County Court, the facts of which raised some very interesting questions of law under the Rent Restrictions Acts. Unfortunately, no decision was given, as the action was settled.

The material facts of this case, so far as can be gathered from the report, were as follows. The landlord of certain premises to which the Rent Restrictions applied, had on the 1st February, 1926, obtained an order for possession of the premises against the then tenant, apparently on the ground that the premises were decontrolled, and that the then existing tenancy had been decontrolled. Subsequently to obtaining the order for possession, but before the then tenant had vacated and yielded up possession of the premises to the landlord, the landlord entered into an agreement with another person to let the premises as from a future date, i.e., the 26th April, 1926, the new tenant agreeing to pay £10 as key money. This sum was paid by the new tenant prior to the commencement of his tenancy, and while the previous tenant was still in occupation, on the 11th April, 1926. The previous tenant vacated the premises, and the new tenant entered into occupation two days later, on the 26th April, 1926. Subsequently an action was brought by the tenant to recover the "key money."

The Question of *Res Judicata*.

The first question that is to be considered is whether the decision of the county court judge in the previous action, to the effect that the premises were decontrolled, was binding on the new tenant. In other words, where in an action by A against B it is held

that certain premises are decontrolled, is the matter *res judicata* in a subsequent action between A and C, the latter being a new tenant, who does not derive any title or interest from the previous tenant B ?

The Rent Acts do not appear to contain any express provisions as to what is to happen in such cases, and so it is necessary to fall back upon the general principles of law which apply.

Now judgments in general may be divided into two categories, viz.: judgments *in rem*, and judgments *in personam* Judgments *in rem* are binding on all persons, and judgments with regard to status appear to constitute the principal class of such judgments. Examples of such judgments are judgments in legitimacy and divorce proceedings. There are, moreover, certain other judgments upon which statute has conferred the status of judgments *in rem*. By far the vast majority of judgments that are delivered by the courts are judgments *in personam*, i.e., judgments which only bind the parties thereto and their privies. Even such judgments will not bind the parties or their privies unless the issues are the same, so that two essentials must be fulfilled before a judgment *in personam* can be pleaded as *res judicata*, viz.: (1) the issues in the two proceedings must be the same, and (2) the party to be affected by the estoppel must be party or privy to the former proceedings.

With regard to the character of a judgment between a landlord and his tenant that the demised premises are decontrolled, such a judgment, it is submitted, is in no sense a judgment *in rem*, and is in fact a judgment *in personam*. If that be the case, it is clear that such a judgment can be pleaded successfully as an estoppel, only where both the parties to the subsequent proceedings are either the same as the parties to the previous proceedings, or are respectively their privies.

Therefore, a tenant is clearly not estopped from raising questions of decontrol, by reason of the fact that a decision on the point in question has been given in proceedings between the same landlord or his predecessor in title, and the previous tenant, provided of course that the previous tenant was not the present tenant's predecessor in title. And *mutatis mutandis* the landlord will not be estopped from raising such questions against a new tenant who has taken a lease of the premises direct from him.

It is submitted, therefore, that the point of *res judicata* in *Brookes* v. *Chessell* could not have succeeded. The second question that was raised in that case was whether an agreement for the payment of key money, entered into while premises were controlled, such key money further being paid while the premises were controlled, would be valid if the payment were made in respect of a tenancy to commence at a time when the premises became decontrolled.

This question would of course have been relevant in *Brookes* v. *Chessell* only if the premises did in fact become decontrolled, and from the facts as reported it would seem that the point might have been taken that the premises were never decontrolled.

Actual Possession.

In this connexion, sub-s. (3) of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, should carefully be borne in mind, that subsection providing that for the purposes of s. 2, "the expression 'possession' shall be construed as meaning 'actual possession' and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent."

The case of *Hall* v. *Rogers*, 41 T.L.R. 341, should remind us that it is essential that there should be some unequivocal act evidencing an intention on the part of the landlord to take possession of the premises in the interval between the determination of the one and the commencement of the other tenancy, though on the other hand the fears that were inspired in landlords by the above decision, that they were required perhaps to enter themselves into actual occupation of the premises, at any rate for some short interval of time, have since been dispelled by such cases as *Jewish Maternity Societies* v. *Garfinkle*, 42 T.L.R. 589. The fact that the outgoing tenant has yielded up the key of the premises to the landlord or his agent would appear to be quite sufficient to effect the decontrol of the premises.

With these foregoing observations as to what is necessary to constitute decontrol, we will now turn to a consideration of the question whether the payment of key money while premises are decontrolled in respect of a tenancy which is to commence at a date when the premises become decontrolled, is valid and good.

For this purpose, it is necessary to refer to s. 8 (1) of the 1920 Act. Section 8 (1) provides that "a person shall *not, as a condition of the grant, renewal or continuance of a tenancy or any sub-tenancy of any dwelling-house to which this Act applies*, require the payment of any fine, premium, or other like sum, or the giving of any pecuniary consideration, in addition to the rent . . . Provided that where any agreement has been made since the [25th March, 1920] but before the passing of this Act [2nd July, 1920] for the tenancy of any house to which this Act applies, but the enactments repealed by this Act did not apply, and the agreement includes provision for the payment of any fine, premium or other like sum . . . that agreement shall, *without prejudice to the operation of this section*, be voidable at the option of either party."

In order to determine whether the payment is prohibited, it is necessary to inquire whether it is as a consideration for the grant of "*a tenancy of any dwelling-house to which the Act applies*." The words "dwelling-house to which the Act applies" may give rise to an ambiguity, as they apparently did in *Brookes* v. *Chessell*. Is the question of the application of the Acts to be considered by reference to the date on which the agreement was entered into and the payment of the key money made, or by reference to the date on which the tenancy commenced? According to the first interpretation, the dwelling-house in *Brookes* v. *Chessell* was controlled at the time of the agreement and of the payment, so that s. 8 would apply; but according to the second interpretation, it was decontrolled at the date of the commencement of the term, so that s. 8 would not apply.

Where there is an ambiguity of this kind, one is entitled to regard the Act as a whole. In decontrolling premises, it is clear that the intention of the Legislature was that the decontrolled premises should be entirely free from all restrictions, and it is scarcely to be conceived that any restrictions were to apply by reason merely of the fact that an agreement had been entered into by the landlord with a new tenant while the previous tenant was still in occupation. [We, are of course, assuming that the premises became decontrolled at the beginning of the new tenancy, and we are not overlooking the provision in the Act of 1923, s. 2 (3) "that a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent."]

It is submitted that the crucial matter for consideration is the nature of the *tenancy* and not the nature of the *dwelling-house*, since you may have tenancies to which the Acts do not apply of dwelling-houses to which the Acts do apply, as for example furnished lettings.

In other words, it is the status of the premises at the commencement of the term, and not at the date of the agreement to let, which is to be considered. This view would also appear to be in accord with such cases as *Prout* v. *Hunter*, 40 T.L.R. 545.

If the opinion taken above is correct, then clearly the payment of the key money in *Brookes* v. *Chessell* was perfectly legal, and the money thus paid could not have been recovered. The point, however, is not one which is entirely free from difficulty, but at the same time the submission is made that

a landlord is not debarred from demanding a premium under an agreement which is entered into while premises are controlled, but which is to come into operation as far as the creation of the term is concerned at a subsequent date, when the premises have become decontrolled. At any rate, to hold otherwise appears to lead to the inevitable conclusion that where an agreement is entered into, while premises are controlled, to let the premises at a subsequent date after possession thereof is yielded to the landlord, the premises are not decontrolled for any purpose whatsoever.

Deposits on Sales of Land: Position of Vendor and Purchaser.

THERE was an excellent attendance at the Lecture on the above subject given by Mr. J. F. W. GALBRAITH, K.C., M.P., in Lincoln's Inn Hall, recently, under the auspices of the Solicitors' Managing Clerks' Association. The Chairman, THE RT. HON. LORD JUSTICE SARGANT, having introduced the Lecturer:

Mr. GALBRAITH said: Lord Justice Sargant, Ladies and Gentlemen. The subject of my lecture this evening is "The Position of Vendor and Purchaser in relation to deposits on sales of land."

As was stated by Lord Justice Fry in *Howe* v. *Smith*, reported in 27 Chancery Division, page 89 at page 101, to which case I shall have further occasion to refer, "the practice of giving something to signify the conclusion of the contract, sometimes a sum of money, sometimes a ring or other object . . . appears to be one of great antiquity and very general prevalence," and "as evidence of this antiquity our own word 'earnest' has been supposed to flow from a Phœnician source; . . . was familiar to the law of Rome . . . From the Roman law the principles relating to the earnest appear to have passed to the early jurisprudence of England."

On sales of land by auction a deposit is now invariably required. Sometimes provision is made for payment of a deposit on sales of land by private contract, but the payment of a deposit in such a case is a matter of bargain, not of established practice. It will be convenient to consider the chief questions which arise in connexion with deposits on sales of land under the following heads: (1) The purpose of a deposit, (2) The payment of a deposit, (3) The forfeiture of a deposit and (4) The recovery of a deposit.

(1) The purpose of a deposit is a double one; if the sale is carried out it goes against the purchase money, but it is also a security for the performance of the contract. The purpose has been stated in the following language, by Lord Macnaghten in *Soper* v. *Arnold*, reported in 14 Appeal Cases, p. 429, at p. 435: "Everybody knows what a deposit is . . . The deposit serves two purposes—if the purchase is carried out it goes against the purchase money—but its primary purpose is this, it is a guarantee that the purchaser means business," and by Lord Justice Cotton, in *Howe* v. *Smith*, at p. 95: "What is the deposit? The deposit, as I understand it, is a guarantee that the contract shall be performed. If the sale goes on, of course, not only in accordance with words in the contract, but in accordance with the intention of the parties in making the contract, it goes in part payment of the purchase money for which it is deposited; but if on the default of the purchaser the contract goes off, that is to say, if he repudiates the contract, then . . . he can have no right to recover the deposit." Lord Justice Fry in the same case, at p. 101, said: "Money paid as a deposit must, I conceive, be paid on some terms implied or expressed. In this case no terms are expressed, and we must therefore inquire what terms are to be implied. The terms most naturally to be implied appear to me, in the case of money paid on the signing of a contract, to be that in the event of the contract being performed it shall be brought into account, but if the contract is not performed by the payer it shall remain the property of the payee. It is not merely a part payment, but is then also an earnest to bind the bargain so entered into, and creates by the fear of its forfeiture a motive in the payee to perform the rest of the contract." And Lord Justice Bowen at p. 98 in the same case, after remarking: "We have therefore to consider what in ordinary parlance, and as used in an ordinary contract of sale, is the meaning which business persons would attach to the term 'deposit,'" adds by way of answer, "it comes shortly to this, that a deposit, if nothing more is said about it is, according to the ordinary interpretation of business men, a security for the completion of the purchase." The fact that a deposit is placed for the time being in the hands of a third party as a stakeholder does not alter the nature of the deposit, or the implied terms upon which the money is paid by the purchaser. Whether it be paid to the vendor direct, or to a third party as stakeholder, the implication, in the absence of any other element of difference, must in each case be the same. See *Hall* v. *Burnell*, reported in 1911, 2 Chancery Division at p. 554.

(2) The question of the payment of a deposit has to be considered before the formation of a contract, as under an open contract the whole price is not payable until the time for completion. On sales by auction provision is usually made for the payment by the purchaser, immediately on entering into the contract, of a deposit of a certain proportion of the purchase money (generally 10 per cent.). On London sales the usual provision is that the deposit shall be paid to the auctioneers, and on country sales to the vendor's solicitors. On sales by auction provision is also usually made that in case of default by the purchaser his deposit shall be forfeited, and the Vendor shall be at liberty to resell the property. I will refer in detail at a later stage to this provision.

The vendor can, it seems, require the deposit to be paid in cash, even if the purchaser is a person in good credit (see *Johnston* v. *Boys*, reported in 1899 2 Chancery Division, at p. 73), but the acceptance of a cheque by the auctioneer for the deposit in lieu of cash is usual, and the auctioneer will not apparently incur liability in accepting a cheque, unless, for example, he knew the purchaser was impecunious (see *Farrer* v. *Lacy Hartland & Co.*, reported in 31 Chancery Division, at p. 42). It was held in that case by the Court of Appeal that the acceptance by the auctioneer on behalf of the vendor, and with his concurrence, of a cheque (which was dishonoured on presentation) in lieu of cash for the deposit was not, having regard to the common practice at sales by auction, unreasonable, or such an act of negligence on the part of the vendor, who was a mortgagee, as to deprive him of his right to the costs of an abortive sale. The auctioneer may not without the vendor's consent accept an I.O.U. (see *Hodgens* v. *Keon*, 2 Irish Law Reports, at p. 657) or a bill of exchange (see *Williams* v. *Evans*, Law Reports 1 Queen's Bench, at p. 352). If the conditions are silent as to who is to receive the deposit, the auctioneer has implied authority to receive it (see *Sykes* v. *Giles*, reported in 5 Meeson & Welsby, at p. 645).

When the deposit is paid to an auctioneer without stating that he is to hold it as agent for the vendor, he receives it as stakeholder, and becomes liable to pay it to the vendor if the contract is completed or broken by the purchaser, but to the purchaser if the contract is broken by the vendor. The auctioneer is responsible for the deposit, but as he does not receive it as agent for either party, he is entitled to any profit made from its investment (see *Harington* v. *Hoggart*, reported in 1 Barnewall & Adolphus, at p. 577), even though the vendor (without the concurrence of the purchaser) gives him notice how the money is to be invested. Lord Chief Justice Tenterden in his judgment in that case, at p. 586, said: "There is an essential distinction between the character of an agent and that of a stakeholder

. . . Here the defendant (that is, the auctioneer) is not a mere agent, but a stakeholder. A stakeholder does not receive the money for either party, he receives it for both ; and until the event is known, it is his duty to keep it in his own hands. If he think fit to employ it and make interest of it, by laying it out in the funds or otherwise, and any loss accrue, he must be answerable for that loss ; and if he is to answer for the loss, it seems to me he has a right to any intermediate advantage which may arise. The defendant here has not laid out or made a profit of the plaintiff's (that is, the vendor's) money, for at the time he laid it out it was not the plaintiff's, and it was doubtful whether it would ever become so or not." Where the deposit is paid to the vendor's solicitor he usually receives it as agent for the vendor, and must pay it over to the vendor on demand, and in such a case if the purchaser becomes entitled to recover the deposit he cannot sue the agent, but must sue the vendor (see *Ellis* v. *Goulton*, reported in 1893, 1 Queen's Bench, at p. 350). Where, however, the vendor's solicitor receives the deposit as stakeholder, he will be subject to the same liabilities and enjoy the same privileges as any other stakeholder.

The auctioneer has no implied authority to hand over the deposit to the vendor's solicitor except when a sale is by the court, or out of court but where the purchase-money has to be paid into court ; but in either of such cases he is justified in paying the deposit to the solicitor having conduct of the sale for the purpose of payment into court (see *Brown* v. *Farebrother*, Law Journal 58, Chancery Division, p. 3).

A warning to purchasers is given in " Williams' Vendor and Purchaser," 3rd ed., vol. I, p. 83 : " The purchaser should on no account agree to the payment of a deposit to the vendor, or to his solicitor as the vendor's agent, or otherwise than to some responsible person as stakeholder." It would seem that a trustee is justified in paying a deposit. It is stated in " Lewin on Trusts," 12th ed., at p. 588, that it is conceived that a trustee would be justified in doing so, but that " generally the character of trustee is pleaded as an excuse for not paying a deposit, and is allowed." When trustees sell by auction, they are in the discharge of their duty under the necessity of employing an auctioneer, and it would seem that until the purchase is completed they can properly leave the deposit in the hands of the auctioneer as agent for both parties so long as they have no reason to suspect him. They will, however, be answerable if they improperly trust him or are guilty of any unnecessary delay in recovering the deposit from him (see *Edmonds* v. *Peake*, reported in 7 Beavan, at p. 239).

The fact that a sum of money is at the time of the making of the contract actually deposited or placed in the hands of someone to abide the event is an important circumstance in determining whether it is to be treated as a " deposit " or not, and though this fact does not compel the court to treat the sum as liquidated damages instead of as a penalty, it forms a material element to be taken into consideration in ascertaining the intention of the parties. (See *Pye* v. *British Automobile Syndicate*, reported in 1906 1 King's Bench, at p. 430).

A sum agreed to be paid as a " deposit," but not actually paid, is, it would seem, like a sum actually deposited, and liable to forfeiture in case of the purchaser's default. In *Hinton* v. *Sparkes*, Law Reports, 3 Common Pleas, p. 161, where the purchaser gave an I.O.U. for the deposit of £50 instead of paying it as provided by the contract, and was sued for the £50, he was held liable. In his judgment Chief Justice Bovill, at p. 164, said : " By the terms of the contract the defendant (that is, the purchaser) ought to have paid cash and the I.O.U. was accepted by the vendor and is for all purposes with reference to the agreement to be treated as money. Treating the I.O.U. as money, the deposit was in the hands of the vendor. Assuming that to be the state of things, could the purchaser have recovered back the £50. Clearly not. The intention of the parties, as I collect it from the agreement, is, that this is to be taken as an ordinary case of payment of a deposit, which is to be forfeited on the purchaser's failure to complete the contract. That being so, it follows that the defendant has no answer to the action," and Mr. Justice Willes, at p. 166, said : " The only other question is whether the vendor is to be in any worse position because the deposit was not paid at the time. I cannot see why the rights of the vendor should be affected by the purchaser's having committed two breaches of contract instead of one."

Where there is no express condition for forfeiture of the deposit, or there is a condition for forfeiture in the common form, the deposit is not regarded as a penalty or its forfeiture relieved against. The position is, however, different as regards instalments of purchase money, and unless it is expressly provided that on the purchaser's default instalments of purchase money are to be forfeited the purchaser can recover them.

In *Mayson* v. *Clouet*, reported in 1924 Appeal Cases, at p. 980, a contract for the sale of land provided that a deposit should be paid immediately, and that two instalments of cash should be paid on certain dates, and that if the purchaser failed to comply with any of the conditions, his deposit might be forfeited and the land re-sold. The purchaser paid the deposit and the two instalments, but failed to pay the balance of the price at the stipulated time. The vendor rescinded the contract. In an action by the purchaser claiming a return of the instalments paid, it was held by the Privy Council, that although the purchaser was in default, the instalments were recoverable, as the contract distinguished between the deposit and the instalments and provided for the forfeiture of the deposit only. Lord Dunedin, in delivering judgment of their lordships, said, at p. 987, the vendor's " contention really amounts to a claim to keep the instalments as liquidated damages for the breach of contract for which they are entitled to sue." (*To be continued.*)

Correspondence.

Probate Court Fees.

Sir,—From and after the 1st of April—appropriate date—no cheques will be accepted in payment of court fees unless marked " good " by the bank on which they are drawn, a condition which, owing to a rule of the Clearing House, cannot be complied with. Cash must therefore be obtained and the fees paid in stamps, involving extra trouble and pure waste of time.

Cheques have been accepted for many years, and as the grant is never parted with until the cheque is cleared, where is the risk ?

Never mind, let us have one more irritating change ; what will it be among so many ?

Gray's Inn, J. Rowland Hopwood.
25th April, 1927.

[We have made enquiries and find that the difficulty referred to by our correspondent can be overcome, though the inconvenience is not altogether removed, if he deposits in the Probate Registry a guarantee from his Bankers to honour cheques drawn on his account up to any sum per day he may require for the payment of fees.—Ed., *Sol. J.*]

TURKEY.

Power of Attorney.

A notification, of which the following is a translation, has been received by His Majesty's Government from the Turkish Government :—

" In order that a Power of Attorney may be valid before the Turkish judicial authorities it is necessary that it shall have been drawn up by a notary public and legalised by a Turkish consulate, or that it shall have been drawn up directly by the consulates of the Republic.

" Further, every document which has to be submitted to a Turkish court must be accompanied by a translation made by the consulates of the Republic or by notaries public in Turkey."

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of the paper only, and be in triplicate. Each copy to contain the name and address of the Subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

COPYHOLD—EXTINGUISHMENT OF MANORIAL INCIDENTS—AGREEMENT—COSTS—SEVERAL MANORS AND ONE TENANT AND LORD—SOLICITORS' REMUNERATION (MANORIAL INCIDENTS) ORDER, 1926.

761. *Q.* A tenant of copyholds enfranchised by the Act is extinguishing the manorial incidents therein in various properties in the same neighbourhood held of several manors belonging to the same lords. He does not dispute the lord's compensation, the steward's compensation, or the valuers' fees in any case. The steward of the manor insists upon there being a compensation agreement in each manor, on the ground that it is the practice of the lords to have such an agreement in each manor, and being paid for the same under the scale recently laid down (Solicitors' Remuneration Order, 1926). The tenant states that all he requires is one compensation agreement embracing all the copyholds, and that if the lords through their steward insist upon a separate compensation agreement for each manor to conform with what they state is their own practice, the costs of the extra compensation agreements must be borne by them as the party requiring them. The tenant's solicitors, who happen to be stewards of many manors, and to have considerable copyhold practice covering fifty years' experience, point out that before 1926 it was the practice, from which they cannot remember any departure, where a lord owned several manors, and the same tenant was enfranchising copyholds held of more than one manor, for there to be only one enfranchisement deed, the copyhold parcels of the different manors being set forth in a schedule manor by manor, a note of the enfranchisement being, if need be, entered in due course in the margin of each of the court rolls. The copyhold tenant paid for only one deed. They further point out that it is the practice so far as they are aware since the 1st January, 1926, in similar circumstances where the parties are the same, for one compensation agreement to embrace enfranchised freeholds held of different manors and for the costs of only one compensation agreement to be charged against the tenant. The tenant accepts the lord's title and offers to pay the costs of one compensation agreement based on the total consideration.

(1) Can the tenant in the circumstances be properly charged with the costs of more than one compensation agreement?

(2) If not, and if all the terms, excepting the costs of the extra compensation agreements, have been agreed, is not the best course for the tenant to adopt to give notice to the lord under s. 138 (1) (*b*) of the 1922 Act, and rely upon the minister disallowing under s. 139 (1) (ix) the costs of the lord on the ground that the lord's conduct has been unreasonable?

(3) If, though the lords are the same in each case, they represent different trusts, it is assumed that separate compensation agreements for each trust group of manors is proper.

A. The established practice of conveyancers has received judicial recognition, see *Howard* v. *Ducane*, 1823, 1 T. & R. 81, pp. 86-87, and no doubt that of solicitors would also be recognised if consistent with rules and orders binding them. Here, however, the practice under the L.P.A., 1922, has had rather a short time to crystallise, and, if the matter came before a judge, he would find two experienced firms at issue on it. *Primâ facie*, it is arguable that the rights of the lord's solicitors should not be affected because certain parcels in independent manors happen to be held by the same tenant, and this view is fortified by para. 1 (*i*) of the Solicitors' Remuneration (Manorial Incidents) Order, 1926, prescribing that where an agreement relates to more than one tenement of the same manor, the remuneration shall be based on the total compensation. The implication is that where the tenements are in different manors this would not be so, in which case the contention of the lord's solicitors must prevail. In answer to the questions put therefore—

(1) A judge would probably so decide.

(2) If the compensation is ascertained, s. 138 (1) (*b*) *supra*, hardly seems to apply. One course would be for the tenant to tender the compensation money with the sum he considers proper for costs, and, on refusal, take proceedings to enforce the agreement.

(3) Yes.

PARTNERSHIP PROPERTY—CONVEYED TO FIVE PARTNERS BEFORE 1926—JOINT TENANCY OR TENANCY IN COMMON.

762. *Q.* (1) In 1924 freehold land was conveyed to five persons as partners and the purchase money was expressed to be paid out of partnership moneys and the property was conveyed to the use of the purchasers "in fee simple as part of their partnership property" without the use of any other words in the habendum. The parties now desire to sell. There appears to be some doubt as to whether these five persons, who presumably held as joint tenants in law but in equity as tenants in common, can convey the property themselves, and the doubt arises owing to the provisions of Part IV, para. 1 of the 1st Sched. to the L.P.A., 1925. If the partners held the property as joint tenants in equity as well as in law, there would apparently be no objection to their conveying the property as beneficial owners in the usual way, but if they are tenants in common in equity it would appear that the provisions of para. 1, Pt. IV of the 1st Sched. to the L.P.A., 1925, would apply, and the sub-paragraphs which follow para. 1 do not seem to have any application and the legal estate would appear to vest in the Public Trustee.

(2) If the persons concerned were not partners but were joint tenants in equity as well as law, it is assumed that the new legislation does not affect them?

A. If the parties held as joint tenants at law, but in equity as tenants in common, *re Selous*, 1901, 1 Ch. 921, is authority to the effect that the equitable tenancy in common merged at once, leaving a joint tenancy at law and in equity also. The question, however, whether a court of law, before 1873 would have construed the above habendum as creating the estates of joint tenants or tenants in common is not easy, for no precise words were requisite to make a tenancy in common (see *Fisher* v. *Wigg*, 1700, 1 Peere Williams 13 at p. 14), and as to the difficulties generally see *re Christie*, 1917, 1 I.R. 17. If the habendum created a joint tenancy, Pt. IV *supra*, does not apply, and the partners can sell, see s. 36 (1). If it created a tenancy in common Pt. IV, para. 1 (4) applied, and the property is vested in the Public Trustee. In view of the doubt, it is suggested that the partners should appoint at least two and not more than four of themselves as trustees for sale, on the recital that they were entitled to the whole beneficial interest in the property and desired in the exercise of all powers, &c., to appoint. The purchaser would thus have a good title either way, and the purchase money would be dealt with in accordance with the partnership deed.

UNDIVIDED SHARES—PARTNERSHIP PROPERTY—DEATH OF ONE PARTNER—TITLE.

763. *Q.* In 1922 freehold property was conveyed "Unto and to the use of A and B in fee simple as part of their partnership property." The partners were not expressed to take as joint tenants, and there was no provision in the conveyance enabling the survivor to sell without the concurrence of the personal representative of a deceased partner. A died in 1926. Can B now sell or mortgage alone as surviving partner, and, if not, who are the proper persons to convey to a purchaser or mortgagee? Reference to precedent would oblige?

A. On 1st January, 1925, the land was vested in A and B upon the statutory trusts for themselves in undivided shares. On the death of A in 1926 B became the surviving trustee for sale. If B is absolutely entitled to the whole beneficial interest under that trust for sale he is an absolute owner and can as such make title on sale or mortgage. If he continues to hold on trust for sale (i.e., as long as there are other persons entitled to beneficial interests under the trust for sale) he must appoint another trustee to act with him and they can make title as trustees for sale. If the two trustees (i.e., after appointment of an additional trustee) are absolutely and beneficially entitled they have full power to mortgage; otherwise they have only the S.L.A. powers plus any additional powers conferred by the conveyance to partnership uses. For precedent of mortgage by co-owners, see 2 Prid. 135; for precedent of sale by partners see 1 Prid. 549.

JOINT TENANCY—INFANT—TITLE.
PRE-1926 INTESTACY—NO LEGAL PERSONAL REPRESENTATIVE—HEIR'S TITLE.

764. *Q.* A B died in 1920, having by his will appointed C D and E F executors. He "gave and bequeathed" his entire estate, "real and personal," to his three children, X, Y and Z "absolutely," without defining their respective shares. At A B's death, X and Y, his daughters, were of age, but Z, his son, was fourteen years old. The executors have assumed that a joint tenancy was created in favour of the three children and have not converted or distributed the estate (mostly leasehold property), but have accumulated the income, pending the attainment of majority by Z. Next month Z will come of age and the executors will wish to realise. X, in the meantime, has encumbered her expectant share.

(1) Who can pass the title to a purchaser of the leasehold property and what preliminary steps would be involved?

A B was the administrator of the estate of his wife, who pre-deceased him, and her estate comprised two freehold properties. Z, the infant son, presumably inherited these freehold properties, his mother having died intestate, but no grant *de bonis non* has been taken out on behalf of Z. A B's executors have been acting without authority as joint administrators.

(2) What step must now be taken to vest the freehold properties in Z, upon his attainment of majority?

A. (1) Without a view of the will as a whole, no firm opinion could be given whether X, Y and Z took as joint tenants or as tenants in common, but joint tenancy is indicated by the extract. Z being an infant, the L.P.A., 1925, 1st Sched., Pt. III, para. (2), has applied to vest the land in X and Y on the statutory trusts, without prejudice to the equitable rights. X and Y can therefore give title without any preliminary steps. It is assumed in the above answer that X incumbered her share since 1st January, 1926, and that the joint tenancy was not then severed, and also that the administration of A B's estate was complete except for beneficial trusts.

(2) On the reasoning given in the answer to *Q.* 604, p. 52, *ante*, the legal estate was vested in Z on 31st December, 1925. On 1st January, 1926, by virtue of the L.P.A., 1925, 1st Sched., Pt. III, para. (1), and the S.L.A., 1925, ss. 1 (1) (ii) (*d*), and (2), and 26, the legal personal representatives of the mother or the trustees of the settlement would have the statutory powers, only there are no such persons. By the S.L.A., 1925, 2nd Sched., para. 3, application might be made to the court to appoint them, but it is suggested that the best way will be to await the operation of sub-par. 3 (1) (v).

765. *Q.* Would you be good enough to answer a further question arising out of the answer to *Q.* 764, supra? You say "X and Y can give title without any preliminary steps." Z, the infant, will be of age next month, before any of the properties are sold. Will the parties to give title then be X and Y, or will they be X, Y, and Z; or could it be either way?

A. X and Y remain the only trustees for sale when Z comes of age, but they can appoint him co-trustee if they choose.

Reviews.

The Land Registration Act, 1925, with the Land Registration Rules, 1925, Solicitors' Remuneration Order, Fee Order, Orders in Council for Compulsory Registration, &c., together with Forms of Precedents and Model Registers, &c. Third Edition. By Sir CHARLES FORTESCUE BRICKDALE and JOHN STEWART STEWART-WALLACE, C.B. London: Stevens & Sons, Ltd. 1927. xlii and 823 pp. £2 10s.

The appearance of this standard work on land registration cannot but be welcomed by all practitioners who have to deal with registration of title to land. The names of the learned editors are a sufficient guarantee of the accuracy and authority of the substance of this new edition, and the inclusion in the same volume of the rules and orders affecting the subject-matter of the book and of appropriate precedents and forms render the work extremely convenient as well as practically indispensable.

The Land Registration Act, 1925, is in the main a consolidating statute. It does, however, effect several important changes. Attention may be drawn to three interesting features of such changes. In the first place the Act adapts the whole system of land registration to the reforms effected in the general law by the Birkenhead Acts. A good, typical example of this may be found in s. 86, which enacts that "settled land shall be registered in the name of the tenant for life or statutory owner."

Secondly, several improvements in details have been made; in particular the statutory powers of a registered proprietor have been extended to correspond with those of the unregistered estate owner in regard to unregistered land.

Finally, the Act, as the learned editors point out, "provides for the general establishment of registration of title in the future on a national instead of on a local basis."

Comment may be made upon one or two points of interest.

We note that on pp. 156-157, in the notes to s. 8 (3), no reference is made to the meaning of "apportionment" in that context. Is it "equitable" or "legal" apportionment? L.P. (Amendment) Act, 1926, has declared that apportionment in the corresponding sub-section (sub-s. (6) of s. 89) of the L.P.A., 1925, includes "an equitable apportionment made without the consent of the lessor." Presumably the court would put a similar construction upon the word in L.R.A., s. 8 (3).

On p. 206 a wrong example is given of statutory ownership. The example given is where land is limited in trust for a person in fee simple subject to an executory limitation over; and on the next page the misleading expression "*vesting* assent" is used when all that is meant is an assent or conveyance simply.

To those who have used the second edition of this authoritative work it is sufficient to say that the standard reached in the former edition has been more than maintained in this revised work.

Books Received.

Isalpa. The Monthly Journal of the Incorporated Society of Auctioneers and Landed Property Agents. Vol. I, No. 4. April, 1927. 26A, Finsbury-square, E.C.2. Annual Subscription 3s. 6d.

The Stock Exchange Official Intelligence for 1927. Supplementary Index.

Report of The Homes for Inebriates Association, together with the 43rd Annual Report of the Dalrymple House at Rickmansworth, 1926-27.

The English and Empire Digest, with Annotations. Vol. 32. Libel and Slander—Lien—Limitation of Actions—Literary and Scientific Institutions—Loan Societies. pp. xc and 560. Butterworth & Co., Bell Yard.

The History of Contempt of Court, the Form of Trial and the Mode of Punishment, By Sir JOHN C. FOX (late Senior Master of the Supreme Court, Chancery Division). Demy 8vo. pp. x and 252, with Index. The Clarendon Press. 16s. net.

Amendment of New Property Legislation. Supplement to an Introduction to the New Law of Property and of Conveyancing. W. G. H. COOK, LL.B., Barrister-at-Law. Being the Text of the Law of Property (Amendment) Act, 1926, with Notes. 1927. Demy 8vo. Paper. 24 pp., with Index. Gee & Co. (Publishers), Ltd., Kirby Street, E.C.1. 1s. net.

The Convict of To-day. SYDNEY A. MOSELEY (Author of "The Truth About Borstal"). 1927. Crown 8vo. pp. xii and 237. Cecil Palmer, 49, Chandos Street, W.C.2.

The Land Registry General Map. W. S. TRATMAN (Deputy-Chief Surveyor, H.M. Land Registry). With a Foreword by the Chief Land Registrar. 1927. Crown 8vo. Cloth boards. pp. xi and 94. Butterworth & Co., Bell Yard. 5s. net.

Settled Land Grants. A. FITZGERALD HART (of the Principal Probate Registry) and W. E. WILLAN (of the Estate Duty Office), Joint Editors of Tristram & Coote's Probate Practice. Demy 8vo. Cloth boards. pp. x and 88, and Index 5. Butterworth & Co., Bell Yard. 7s. 6d. net.

Isalpa. The Monthly Journal of the Incorporated Society of Auctioneers and Landed Property Auctioneers. Vol. 1. No. 5. May, 1927. Isalpa, 26A, Finsbury Square, E.C.2.

Notes on Perusing Titles and on Practical Conveyancing. LEWIS E. EMMET, Solicitor. Eleventh Edition (in two Vols.). Vol. II. Demy 8vo. Cloth boards, pp. clxxii and 591 to 1189 (with Index). The Solicitors' Law Stationery Society, Ltd., 104-7, Fetter Lane, and Branches. Vols. I and II, £2 10s. net.

"RECORDS" IN EVIDENCE.

In view of the interest taken in the recent case of *Buxton* v. *Cumming* (71 SOL. J., p. 232), when a Dictaphone record was admitted in evidence, we should like to call the attention of our readers to particulars of the "Ediphone" which appears on p. XVII of this issue. The general idea claimed by the inventors is that the "Ediphone" voice writing system by replacing shorthand "reduces the cost of correspondence to less than half, and doubles the efficiency of dictator and typist with more comfort and convenience to both." We are informed that many of these are already in use in solicitors' offices in London and the Provinces. It is easy to appreciate that when your shorthand typist is engaged upon some important work in the completion of which it is not desirable she should be interrupted, that if you can dictate correspondence or notes of interviews to a reliable machine at your elbow and at your leisure it must not only be time saving but increase the efficiency of any office where the work is at all heavy.

We hope to give further particulars in a subsequent issue, when we have had an opportunity of watching another demonstration of its utility.

Court of Appeal.

No. 1.

Vickers Limited *v.* **Miners.**

Thames Steam Tug and Lighterage Company *v.* **Ingram.**

16th and 17th March.

WORKMEN'S COMPENSATION—PRACTICE—APPLICATION BY EMPLOYER TO REVIEW WEEKLY PAYMENT—DIMINUTION OR TERMINATION—EXTENT OF DIMINUTION—PARTICULARS ASKED FOR WORKMAN—DISCRETION OF JUDGE TO ORDER OR REFUSE—NO RIGHT OF APPEAL—WORKMEN'S COMPENSATION ACT, 1925, 15 & 16 Geo. 5, c. 84, rr. 8, 9, 10, 29—Form 5.

Upon an application by an employer to review a weekly payment and diminish it, or terminate or diminish it, the appropriate form is Form 5, *under which certain particulars are to be given. These do not include particulars of the extent to which diminution is asked for, but the county court judge has a discretion to order or to refuse such further particulars under r.* 29 (2). *His decision on the point is not a decision on a question of law, and therefore there is no appeal therefrom. But the court expressed the opinion as an* obiter dictum *that such particulars ought to be sparingly ordered, and not with the object of compelling the county court judge to give costs to one side or the other, and that there is much greater reason for asking for particulars of the extent of diminution of a weekly payment where termination is not asked for than where the employer is asking for termination or diminution.*

Two appeals from orders made by the county court judges at Barrow-in-Furness and Bow, Middlesex, in the one case ordering particulars of the extent of diminution of a weekly payment asked for on an application by an employer to review and terminate or diminish the payment, and, in the other case, dismissing an application for a similar order for particulars, where diminution only had been asked for. The employers in the first case, and the workman in the second, appealed.

Lord HANWORTH, M.R., having stated the facts and referred to the Rules of 1926 and Form 5 annexed thereto, said it was difficult to follow the reasoning of the county court judge in *Vickers' Case* in saying that a workman was reasonably entitled to know the extent to which diminution was claimed, in order to know whether to resist it or not. In the High Court a man was not bound to specify the amount he claimed in respect of special damages. A workman ought to know better than anybody else the extent to which his health and strength had improved. The word "modification" in r. 9 pointed at the elimination of inappropriate words from Form 5, such in the present case as "increase or redemption." Under r. 29 there was now power to order further particulars, and it might be that in some cases further particulars were necessary, but not for the purpose of forming a test from which it might be possible to ask the judge to give the costs to one side or the other. Where the application was one for termination or diminution, there did not appear to be any ground or necessity for particulars. It would be unfortunate, however, if any general rule was adopted in regard to making orders for particulars. In the first case, there did not seem to be any reason for ordering particulars, and if he (his lordship) had been free to deal with the matter himself, he would have discharged the order of the learned judge and restored that of the registrar. But the further question was whether there was any appeal in the present case. The county court judge dealt with the matter as appealable, and intended to make it possible that there should be an appeal. An appeal lay to that court on a question of law alone. The constitution of the rules was a question of law: *Johnston* v. *Henry Liston & Co.*, 1920, 1 K.B. 99, but in the present case it was not a question of construction, but one of discretion only, and the system by which the discretion of the judge should be exercised.

Therefore there was no matter of law and no appeal lay. In the second case a different order was made. The application for review only asked for diminution of the weekly payment and not termination, and the county court judge refused to order particulars. But the same principles applied to that as to the other case. It would be easier to show special circumstances where particulars ought to be given where there was only a demand for diminution. In this case, therefore, the matter being one for the discretion of the county court judge, the appeal must also be dismissed.

SCRUTTON, L.J., and LAWRENCE, L.J., delivered judgment to the same effect, dismissing both appeals on the ground that no appeal lay from the judge's decision, but both being of opinion that it might be embarrassing and oppressive on an employer to ask for particulars of diminution where diminution was only sought as an alternative to complete termination.

COUNSEL (1): *Sir W. Greaves-Lord*, K.C., and *Beney*; *Henderson*; (2) *C. T. Williams*; *Laskey*.

SOLICITORS (1): *Barton & Hanning*, for *Hart Jackson and Sons*, Barrow-in-Furness; *Bell, Brodrick & Gray*, for *Joseph Pickavance*, Barrow-in-Furness; (2) *Edmund O'Connor & Co.*; *Barlow, Lyde & Yates*.

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Colyer's Farningham Estates.**

Tomlin, J. 14th March.

WILL—TENANTS FOR LIFE OF LANDS AS TENANTS IN COMMON—GIFT OVER TO ONE PERSON SUBJECT TO SPECIAL POWER OF APPOINTMENT—STATUTORY TRUSTS—SETTLED LAND—SETTLED LAND ACT, 1925, 15 Geo. 5, c. 18, s. 19, sub-s. (2)—LAW OF PROPERTY ACT, 1925, 15 Geo. 5, c. 20, 1st Sched., Pt. IV, para. 1 (3)—LAW OF PROPERTY (AMENDMENT) ACT, 1926, 16 & 17 Geo. 5, c. 11, Sched.

Section 19 (2) *of the Settled Land Act*, 1925, *does not apply where there are two persons interested as tenants for life in undivided shares.*

The words "the entirety of the land is limited so as to devolve together (not in undivided shares)" in para. 4 *of the amendment of Sched. I, Pt. IV, of the Law of Property Act*, 1925, *contained in the schedule to the Law of Property (Amendment) Act*, 1926, *are not satisfied unless there is a vested indefinite limitation not in undivided shares, and are accordingly not satisfied where there is a limitation in default of appointment, in which case the property is vested in the trustees of the settlement upon the statutory trusts under Sched. I, Pt. IV, para.* 1 (3), *of the Law of Property Act*, 1925.

This was an originating summons asking whether M. A. Lansdell and J. A. Lucas were tenants for life of the testator's will within the meaning of the Settled Land Act, 1925, by virtue of the Law of Property Act, 1925, Sched. I, Pt. IV, para. 4, being the paragraph added to that part by the Law of Property (Amendment) Act 1926, Sched. The facts were as follows: A testator, who died in 1887, by his will gave his residuary real estate, which consisted of land at Farningham, Kent, to trustees upon trusts under which the property was, immediately before 1st January, 1926, held upon trust for M. A. Lansdell and J. A. Lucas during their lives as tenants in common, and, subject thereto, upon such trusts as the said J. A. Lucas should by deed or will appoint to or in favour of any one or more of the testator's sons or grandsons, and if no such sons or grandsons should be living, then to or in favour of any one or more of his daughters or granddaughters in such manner and subject in all respects to such conditions, limitations and provisions as the appointor should think fit, and in default of and subject to any such appointment, in trust for his heir. In 1920 the heir of the testator died, having by his will devised his contingent interest under the testator's will to his three children as tenants in common, but the heir's personalty had been insufficient to pay his debts, and his personal representatives had therefore not assented to the devise.

TOMLIN, J., after stating the facts, said: It is plain that as there are two persons interested as tenants for life in undivided shares, the case is not *prima facie* within the Settled Land Act, 1925, s. 19, sub-s. (2). The question is whether under the paragraph added to the Law of Property Act, 1925, Sched. I, Pt. IV, by the Law of Property (Amendment) Act, 1926, their tenancy in common is converted into a joint tenancy so as to constitute them together the tenant for life for the purposes of the Settled Land Act. To answer this it is necessary to examine the language of the new para. 4. The question is whether after the cesser of the interests of the tenants for life "the entirety of the land is limited so as to devolve together (not in undivided shares)." I think it clear that the question has to be determined at the commencement of the Act, and not after the cesser of the interests of the tenants for life, and that it has to be ascertained in regard only to the actual limitations of the settlements without regard to any subsidiary interests that may have arisen. I think, that in order to bring the case within the new paragraph, it must be shown that the land is limited so as necessarily, if the limitation takes effect, to pass as an entirety. I do not think this could be said of a limitation in default of appointment. It is a definite limitation, and by the exercise of the power of appointment the land might be limited so as to devolve in undivided shares. I think that the words "the entirety of the land is limited so as to devolve together (not in undivided shares)" are not satisfied unless there is a vested indefinite limitation not in undivided shares. I must therefore hold that the property is vested in the trustees of the settlement upon the statutory trusts pursuant to the Law of Property Act, 1925, Sched. I, Pt. IV, para. 1 (3).

COUNSEL: *Lyttelton Chubb*; *Sanger*.

SOLICITORS: *Pettitt & Ramsay*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Societies.

The City of London Solicitors' Company.

The annual general meeting of the City of London Solicitors' Company will take place at No. 1 Committee Room, Guildhall, London, E.C., on Monday, the 9th May, at 5 p.m.

The annual competition for the challenge cup presented by the Master and Wardens of the Company will take place on the Sunningdale Golf Club on Wednesday, the 8th June next, at 10 a.m. All members of the Company are entitled to compete, and members wishing to do so should send their names to Mr. J. B. Hartley, Titlarks Cottage, Sunningdale (early in May) from whom all further particulars may be obtained.

The Union Society of London.

At the twenty-fourth meeting of the ninety-second session of the Union Society of London, held in the Middle Temple Common Room on Wednesday evening, the subject for debate was: "That this House approves of the Budget." Mr. J. G. Baker, in opening, said that after allowing for the difference in the value of money, there was a drop of 10 per cent. in expenditure, apart from the debt services. The deficit was due to the coal and general strikes. Mr. Churchill's methods of eliminating any repetition of this deficit was by various devices which fell lightly on the taxpayer. Mr. J. Single (barrister), although he early abandoned hope of raising the passions of the House against the Budget, nevertheless urged them to condemn it on the grounds of its "Churchillian" inanity. The Budget really did nothing to deal with the ills it should have met. The opener and his contentions were supported by Mr. H. S. Thorne (barrister), Mr. F. G. Jones (barrister), Mr. J. H. G. Buller (barrister), Mr. Lyons, the opposer and his contentions by Mr. D. S. Ryan (barrister), Mr. A. W. Coleman (solicitor), A. Sandilands (barrister), Mr. W. L. Jenkins (barrister). The opener having replied, the House divided and the motion was declared lost by seven votes to six.

Law Students' Journal.

The Law Society's School of Law.

RUGBY FOOTBALL CLUB.

A dance (in aid of the club) will be held, by permission of the Council of The Law Society, in the Members' Common Room, on Friday next, 6th May, from 8.30 p.m. to 1.30 a.m. Jack Payne's Hotel Cecil Band will be in attendance. Tickets, price 10s. single, 17s. 6d. double (including refreshments) may be obtained from the Principal's Secretary, Law Society's Hall, or from the Hon. Secretaries: A. Prothero, 8, St. George's-road, St. Margaret's-on-Thames; A. C. D. Ensor, 82, Gordon-road, Ealing, W.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 26th inst. (Chairman, Mr. J. F. Chadwick), the subject for debate was "That in the opinion of this House the case of *John Lee Limited* v. *Lord Dalmeny*; *Same* v. *Same*, 1927, 1 Ch. 300, was wrongly decided." Mr. Cecil Binney opened in the affirmative; Mr. G. Thesiger seconded in the affirmative. Mr. J. MacMillan opened in the negative; Mr. Peter H. Kwok seconded in the negative. The opener having replied, and the Chairman having summed up, the motion was lost by ten votes. There were twenty members and two visitors present.

High Court of Justice.

PROBATE, DIVORCE AND ADMIRALTY.

EASTER SITTINGS, 1927.

PROBATE AND MATRIMONIAL.

The business of the Division will be taken in the following order:—

DIVISIONAL COURT for the hearing of Matrimonial and Admiralty Appeals on Tuesday, 26th, and Wednesday, 27th April.

UNDEFENDED MATRIMONIAL CAUSES:—(*a*) Tuesday, 26th April, until Friday, 6th May. (*b*) Every Monday. (*c*) Thursday and Friday, 2nd and 3rd June. Before three Courts, subject to Divisional Court, Admiralty work, and ordinary Monday business. (*d*) Undefended Nullity (Medical) suits will be taken on Friday, 6th May, at 10.30.

PROBATE AND DEFENDED MATRIMONIAL CAUSES WITHOUT JURIES: Tuesday, 10th May, until Wednesday, 1st June (Mondays and Saturdays excepted), before one, two, or three Courts.

APPLICATIONS TO MAKE DECREES NISI ABSOLUTE will be heard in Court on each Monday.

MOTIONS will be heard in Court on each Monday.

All Papers for Motions must be lodged at, and Motions—whether new or adjourned—must be set down in the Contentious Cases Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the Tuesday of each week.

JUDGE'S SUMMONSES will be heard on each Monday at half-past 10, which—whether new or adjourned—must be set down before 4 o'clock on the Thursday of each week.

SUMMONSES before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday, Wednesday, Thursday and Friday during the Sittings at half-past 11 o'clock.

(ADMIRALTY DIVISION.)

THE ADMIRALTY COURT will sit in the ROYAL COURTS OF JUSTICE on every weekday from Tuesday, 26th April, until Friday, 3rd June, inclusive.

A Divisional Court will sit on Tuesday, 26th April.

Summonses before Mr. Justice HILL will be taken on Mondays at 10.30 a.m., followed by Motions, in Court during the Sittings.

All Papers for Motions and for Summonses to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

Summonses before the Assistant Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (Room 730 or 729), at 11 a.m. on every Tuesday and Friday during the Sittings.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744.

The Long Vacation is from 1st August to 11th October, and the Christmas Vacation from 24th December to 6th January, inclusive.

The Offices are closed on Whit Monday and the August Bank Holiday, also on Christmas Day and Boxing Day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Marshal's Room, 740.

When the offices are closed, telegrams marked "*immediate*" are telephoned to the Marshal's private address.

Legal Notes and News.

Honours and Appointments.

Sir PERCY C. SIMMONS, K.C.V.O., J.P., a member of the firm of Simmons & Simmons, solicitors, of 1 Threadneedle-street, E.C.2, has been appointed a Deputy-Lieutenant for the County of London.

The Lord Chancellor has appointed Mr. EDWARD WILLIAM HANSELL, K.C., to be an Official Referee of the Supreme Court in the place of Sir Edward Pollock, resigned.

The new Official Referee, who was among the last appointed King's Counsel, is the son of the late Rev. E. H. Hansell, rector of East Ilsley, Berks, and May Elizabeth, daughter of the late Rev. David Williams, Warden of New College, Oxford. He was educated at Charterhouse and Christ Church, Oxford, and was called to the Bar by the Inner Temple in 1880 and was made a Bencher of that Inn in 1912. He is Chancellor of the dioceses of Oxford, Gloucester, Birmingham, Coventry, Lincoln, and Southwark; and since 1917 has been Recorder of Maidstone. In 1905 he was appointed Counsel to the Board of Trade in Bankruptcy. He is editor and part author of "Williams's Bankruptcy Practice."

Mr. WALTER HEAP, Solicitor, Deputy Town Clerk of Smethwick, has been appointed Town Clerk of Warwick in succession to the late Mr. H. J. Brown, B.A., whose tragic death was announced in THE SOLICITORS' JOURNAL of 26th March last. Mr. Heap was admitted in 1922.

Professional Announcement.

In consequence of the extension of his London business, Mr. W. H. House, solicitor, 22, Chancery-lane, found it necessary to take more commodious premises; he therefore moved to 5, Clement's Inn, Strand, W.C.2, which will be his address as from this date. The telephone number (Holborn 5593) will remain the same. As from the 1st inst. Mr. House has taken his son, Mr. Lance House, into partnership, and the practice will be carried on in the firm name of "W. H. House and Son."

Wills and Bequests.

Sir E. Marshall Hall, K.C., left estate of the gross value of £110,644, with net personalty £85,605.

Mr. James Turner Welldon, Solicitor (80), of The Garth, Ashford, Kent, who formerly played cricket for Kent, left estate of the gross value of £18,837.

Mr. Charles Henry Turnbull, (sixty-two), solicitor, of Charlotte-square, Edinburgh, left personal estate in Great Britain of the gross value of £4,361.

Mr. Edward Brandram Jones, (seventy), of Warwick-avenue, Maida Vale, W., retired solicitor, left estate of the gross value of £22,175.

Lord Derby will preside at the annual meeting of the Association of Municipal Corporations which will be held at the Mansion House on Wednesday, 18th May, at 11 a.m.

The Directors of the Alliance Assurance Company Limited have resolved to declare at the Annual General Court, to be held on the 11th May next, a dividend of 17s. per share (less income tax) out of the profits and accumulations of the Company at the close of the year 1926. An interim dividend of 7s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will be payable on and after the 5th July next.

THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday May	2	Mr. Ritchie	Mr. More	Mr. Bloxam	Mr. Hicks Beach
Tuesday ..	3	Synge	Jolly	Hicks Beach	Bloxam
Wednesday	4	Hicks Beach	Ritchie	Bloxam	Hicks Beach
Thursday .	5	Bloxam	Synge	Hicks Beach	Bloxam
Friday	6	More	Hicks Beach	Bloxam	Hicks Beach
Saturday ..	7	Jolly	Bloxam	Hicks Beach	Bloxam

Date.		Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday May	2	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday ..	3	Synge	Ritchie	More	Jolly
Wednesday	4	Ritchie	Synge	Jolly	More
Thursday .	5	Synge	Ritchie	More	Jolly
Friday	6	Ritchie	Synge	Jolly	More
Saturday ..	7	Synge	Ritchie	More	Jolly

EASTER SITTINGS, 1927.

COURT OF APPEAL.

IN APPEAL COURT NO. 1.

Tuesday, 26th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.
Wednesday, 27th April.—Final Appeals from the Chancery Division will be taken and continued.

IN APPEAL COURT NO. II.

Tuesday, 26th April.—Exparte Applications, Original Motions, Interlocutory Appeals, and if necessary, Final Appeals from the King's Bench Division.
Wednesday, 27th April.—Final Appeals from the King's Bench Division will be taken and continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

Mr. JUSTICE EVE.

Mondays .. Chamber Summonses.
Tuesdays .. Companies (Winding up) Business and non-wit list.
Wednesdays Short causes, Pets, fur cons and non-wit list.
Thursdays .. Non-wit list. Lancashire Business will be taken on Thursdays, 28th April, 12th and 26th May.
Fridays ... Mots and non-wit list. (Motions will be heard on Thursday, 2nd June and not on Friday, 3rd June).

CHANCERY COURT IV.

Mr. JUSTICE ROMER.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout th Sittings.

CHANCERY COURT II.

Mr. JUSTICE ASTBURY.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.
Judgment Summonses in Bankruptcy will be taken on Monday, the 2nd May.
Motions in Bankruptcy will be taken on Mondays, the 16th and 30th May.
Divisional Court in Bankruptcy will sit on Wednesday, 18th May.

LORD CHANCELLOR'S COURT.

Mr. JUSTICE CLAUSON.

Mondays .. Sitting in Chambers.
Tuesdays .. Mots and non-wit list.
Wednesdays Fur cons and non-wit list.
Thursdays .. Non-wit list.
Fridays ... Mots, short causes, pets and non-wit list.
N.B.—Motions will be heard on Thursday, 2nd June, and not on Friday, 3rd June.

CHANCERY COURT III.

Mr. JUSTICE RUSSELL.

Mondays .. Chamber Summonses.
Tuesdays .. Mots, short causes, pets, fur cons and non-wit list.
Wednesdays Non-wit list.
Thursdays .. Non-wit list.
Fridays ... Mots and non-wit list.

CHANCERY COURT V.

Mr. JUSTICE TOMLIN,

Except when other Business is advertised in the Daily Cause List, Mr. Justice TOMLIN will throughout the Sittings take Actions with Witnesses on all days, other than Mondays, and on Mondays will sit as Chairman of The Royal Commission on Awards to Inventors, or of The University of London Commissioners.

THE COURT OF APPEAL.

EASTER SITTINGS, 1927.

FROM THE CHANCERY DIVISION.

(Final List.)

1926.

The London & South American Investment Trust ld v The British Tobacco Co (Australia) ld
Re Thomas May, dec Harlow v May & ors
Re Same Same v Same

1927.

Re Forder Forder v Forder
Professor Dr G Jeager v The Jeager Co ld
Same v Same
Re Ryder & Steadman's Contract and re Law of Property Act, 1925
The Scott Paper Co v Drayton Paper Works ld
Re Trade Marks Acts, 1905 to 1919 Re The Scott Paper Co's Trade Mark, No. 402,039
Re Dickin, dec Richards v Shaw and ors
Grey & ors v Hoare
Stone & Cox ld v Aerated Bread Co ld

(Interlocutory List.)

Re Companies Winding Up Re Hammond & Co ld Re Cos (C) Act, 1908
The Trustee of the Property of M A Robinson, a Bankrupt v Desnos

(In Bankruptcy.)

Re Paget Expte The Official Receiver and The Board of Trade v The Bankrupt
Re Semler Expte S Wright, F S Salaman, The Trustee

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1926.

Fearnley v Rowlinson
Same v Same
Pugsley v The South Wales Equitable Money Soc ld
Metz & ors v Same

1927.

Lawrence v E Harris & Son
Barclays Bank ld v Bates
Re Railways Act, 1921, ss. 31, 32 and 58 The London & North Eastern Ry Co & ors v The National Gas Council of Great Britain & Ireland
How v Ames
Buerger v New York Life Assce Co
Same v Same
Stewart v Noon
Isenberg & ors v J Springer ld
Vernon v Willi
Re Married Women's Property Act 1882 Re Johnson & Wife
Lorden v Brooke-Hitching & ors
N V Dakpannenfabrick de Valk v Champness Hurley ld
Forsbrey v Rickett, Cockerell and Co, &c.
Roadways Transport Development ld v Browne & anr
Laurens v Shears
Nettlefold v Taunay
Re An Arbitration between Aronson (Buyer) and Mologa Holzindustrie A G
Similax ld v Osborne, Garratt and Co ld
Bourne v The Lion Brewery (Winchester) ld
Mustad v S Allcock & Co ld
Vanbergen v Bossard
Coakley v Booth

(Revenue Paper—Final List.)

1925.

Belfour v Mace

1926.

Commrs of Inland Revenue v Stagg & Mantle ld
Commrs of Inland Revenue v The Mashonaland Ry Co ld

1927.

Commrs of Inland Revenue v The Countess of Longford
Same v Pakenham
Lambert Bros ld v Commrs of Inland Revenue
Attorney-Gen v Paine

(Interlocutory List.)

Musmann v Engelke (pt hd) (s.o.)
In the Matter of the Petition of Right of May & Butcher ld
Katz v Vint & anr

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

Canton—1925—Folio 183 Owners of S.S. Rhesus v Owners of Motor Ship Canton
Jupiter—1926—Folio 308 Owners of S.S. Adrian v Owners of S.S. Jupiter
Induna—1926—Folio 418 Owners of S.S. Ellenia v Owners of S.S. Induna
Eleftherios K Venizelos —1925—Folio 530 Owners of S.S. Dakar Maru v Owners of Eleftherios K Venizelos

Without Nautical Assessors.

Jupiter—1924—Folio 468 Compagnie Russe de Navigation a Vapeur et de Commerce Bourgeois v The Company

(Interlocutory List.)

Fagernes — 1926 — Folio 171 Owners of S.S. Cornish Coast v Societa Nazionale di Navigazione
Re The Workmen's Compensation Acts.

(From County Courts.)

Hands v H Herrman ld (Bow)
Wagstaff v The Gutta Percha Co (Clerkenwell)
Drewett v The Britannic Assce Co (Surrey, Southwark)
Lowe v Essex County Council (Essex, Grays Thurrock)
Moule v Marmite Food Extract Co ld (Surrey, Lambeth)
Thorpe v A L Sadler & Son (Yorkshire, Kingston-upon-Hull)
A L Sadler & Son v Thorpe (Yorkshire, Kingston-upon-Hull)
Williams v The Tredegar Iron & Coal Co ld (Monmouthshire, Tredegar)
Cushion v The Tredegar Iron & Coal Co ld (Monmouthshire, Tredegar)
Ward v The Staveley Coal & Iron Co ld (Nottinghamshire, Mansfield)
Stroud v The Bath Gas Light & Coke Co (Somersetshire, Bath)

Standing in the "ABATED" List.

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

The Dursley Gas Light & Coke Co ld v The Low Temperature Carbonisation ld (s.o. generally March 13)

RE THE WORKMEN'S COMPENSATION ACTS.

Hughes v The Shrubbery Colliery Co ld (s.o. generally to apply Dec 7, 1926)

(Interlocutory List.)

S Baker & Co ld v Russian Transport & Insce Co (The London & Lancashire Insce Co ld, Garnishees) (pt hd) (s.o. generally Dec 14, 1926)
S Baker & Co ld v Russian Transport & Insce Co (pt hd) (s.o. generally Dec 14, 1926)
S Baker & Co ld v Russian Transport & Insce Co (The London & Lancashire Insce Co ld, Garnishees) (pt hd) (s.o. generally Dec 14, 1926)
The British Bank for Foreign Trade v Lessing & ors (s.o. liberty to apply Mar 24)
Same v Same
Same v Same (2nd Action)
Same v Same

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to April 14th, 1927.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

EASTER SITTINGS, 1927.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice EVE will take his Business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take Lancashire Business on Thursdays, the 28th April and the 12th and 26th May.

Mr. Justice ASTBURY.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Judgment Summonses in Bankruptcy will be taken on Monday, the 2nd May.

Motions in Bankruptcy will be taken on Mondays, the 16th May and the 30th May.

A Divisional Court in Bankruptcy will sit on Wednesday, the 18th May.

Mr. Justice RUSSELL will take his business as announced in the Easter Sittings Paper.

Mr. Justice ROMER.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice TOMLIN.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken on all days other than Mondays, throughout the Sittings.

Mr. Justice CLAUSON will take his business as announced in the Easter Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice EVE, Mr. Justice RUSSELL and Mr. Justice CLAUSON will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses adjourned into Court and Non-Witness Actions will be heard by Mr. Justice EVE, Mr. Justice RUSSELL and Mr. Justice CLAUSON.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice ASTBURY will take the Witness List for ASTBURY and CLAUSON, JJ.

Mr. Justice ROMER will take the Witness List for EVE and ROMER, JJ.

Mr. Justice TOMLIN will take the Witness List for RUSSELL and TOMLIN, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to April 14th, 1927.

Before Mr. Justice EVE.

Further Considerations.

Re Beanes Lowitz v Richardson
Burkle v I'Anson
Varnier v Black

Adjourned Summonses.

Re Coleman Brown v National Provincial Bank ld
Re Samuel Roberts Coode v Roberts
Re Salting, dec Morgan v Haddington
Re Heywood, dec Greg v Henderson
Re Clarke, dec Satterthwaite v Clarke
Re Holmes (John), dec Holmes v Randle
Re Martin Stacey v Parker
Re Homsby Capron v Homsby
Re Handley, dec Re Trustee Act, 1925 Brown v Bishop
Re Martin Public Trustee v Parry
Re Blatchford Barrett v Dutfield
Re Cooper Burch v Cooper
Re Barstow Barstow v Barstow
Re Townend Allen v Hatley
Re Noble Graham v The Equity Trustee, Executors and Agency Co ld
Re Edmondson Denison v Edmondson
Re Holdron Westminster Bank ld v Holdron
Re Edmonds' Settled Estates Re Settled Land Act, 1925 Re Law of Property Act, 1925
Re Dunbar Dunbar v Dunbar
Re Hillier, dec Hillier v Public Trustee
Re Same Same v Same
Re Burnett Burnett v Drake Brockman
Re Beach Beach v Goddard
Re Wilson Loveluck v Wilson
Re Arden's Will Trust & re Trustee Act, 1925
Re Beecroft Lacon v Lewis
Re Nelson Nelson v Nelson
Re The Jireh Chapel, Newark Re The Charitable Trusts Acts, 1853 to 1925 Re The Trustee Act, 1925
Re Moullin Moullin v Ferguson
Re Babington Boselli v National Provincial Bank ld
Re Vaux Doxford v Vaux
Re Green Public Trustee v Lopes
Re Dawson Dawson v Dawson
Re Bentley Williams v Redland
Re Day Perryman v Trustee in Bankruptcy of A Day
Smiths Potato Crisps ld v Paiges Potato Crisps ld
Re Hoby Holden v Malcolm
Brooks v Wilkins
Re Talbot Fletcher v Franklen
Re Smith Ashton v Smith
Re Wagstaffe Public Trustee v Jalland
Re Jenkins Jenkins v Morgan
Re George Coutts & Co v George
Re Forsey & Hollebone's Contract & re Law of Property Act, 1925
Re Broderick Burra v Broderick
Re Sawyers Sawyers v Sawyers
Re Holt Public Trustee v Holt
Tecalemit ld v Ex-A-Gun ld
Wright v Forrest

(To be continued.)

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 12th May, 1927.

	Middle Price 27th Apr.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86¼	4	13	0	—		
Consols 2½%	54⅞	4	11	0	—		
War Loan 5% 1929-47	100$^{3}/_{16}$	5	0	0	5	0	0
War Loan 4½% 1925-45	95⅜	4	14	6	4	17	6
War Loan 4% (Tax free) 1929-42	100¼	4	0	0	4	0	0
Funding 4% Loan 1960-90	87	4	12	0	4	13	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91⅛	4	7	6	4	10	6
Conversion 4½% Loan 1940-44	97⅜	4	12	6	4	17	0
Conversion 3½% Loan 1961	76$^{3}/_{16}$	4	11	6	—		
Local Loans 3% Stock 1921 or after	64$^{5}/_{16}$	4	13	6	—		
Bank Stock	247½	4	17	0	—		
India 4½% 1950-55	90	5	0	0	5	3	6
India 3½%	70	5	0	0	—		
India 3%	60	5	0	0	—		
Sudan 4½% 1939-73	94	4	16	0	4	17	0
Sudan 4% 1974	83½	4	16	0	4	19	0
Transvaal Government 5% Guaranteed 1923-53 (Estimated life 19 years)	80¼	3	14	0	4	12	0
Colonial Securities.							
Canada 3% 1938	84½	3	11	6	4	18	0
Cape of Good Hope 4% 1916-36	92½	4	6	6	5	0	0
Cape of Good Hope 3½% 1929-49	80	4	7	6	5	1	0
Commonwealth of Australia 5% 1945-75	100	5	0	0	5	0	0
Gold Coast 4½% 1956	95	4	14	6	4	17	6
Jamaica 4½% 1941-71	91⅜	4	18	0	4	19	6
Natal 4% 1937	92½	4	6	6	4	19	6
New South Wales 4½% 1935-45	88¾	5	1	6	5	10	0
New South Wales 5% 1945-65	96⅜	5	3	0	5	6	0
New Zealand 4½% 1945	95½	4	15	0	4	18	6
New Zealand 5% 1946	101⅜	4	18	0	4	18	6
Queensland 5% 1940-60	96⅜	5	3	6	5	4	6
South Africa 5% 1945-75	102	4	18	0	4	19	6
S. Australia 5% 1945-75	98¾	5	1	6	5	2	6
Tasmania 5% 1945-75	100½	4	19	6	5	1	0
Victoria 5% 1945-75	100	5	0	0	5	2	0
W. Australia 5% 1945-75	99	5	1	0	5	3	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	62⅜	4	16	0	—		
Birmingham 5% 1946-56	101¼	4	19	0	5	0	0
Cardiff 5% 1945-65	100⅜	4	19	0	4	19	0
Croydon 3% 1940-60	68⅜	4	7	6	5	0	0
Hull 3½% 1925-55	78¼	4	10	0	5	0	0
Liverpool 3½% on or after 1942 at option of Corpn.	73	4	17	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52¼	4	16	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63¼	4	15	0	—		
Manchester 3% on or after 1941	62⅜	4	15	6	—		
Metropolitan Water Board 3% 'A' 1963-2003	62¾	4	15	6	4	16	0
Metropolitan Water Board 3% 'B' 1934-2003	65	4	12	6	4	15	0
Middlesex C. C. 3½% 1927-47	81⅜	4	6	0	4	18	0
Newcastle 3½% irredeemable	71¼	4	18	6	—		
Nottingham 3% irredeemable	61	4	18	0	—		
Stockton 5% 1946-66	100⅜	4	19	0	4	19	6
Wolverhampton 5% 1946-56	100¼	5	0	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81¼	4	19	0	—		
Gt. Western Rly. 5% Rent Charge	98⅛	5	1	6	—		
Gt. Western Rly. 5% Preference	93⅜	5	7	0	—		
L. North Eastern Rly. 4% Debenture	76	5	6	0	—		
L. North Eastern Rly. 4% Guaranteed	72	5	11	0	—		
L. North Eastern Rly. 4% 1st Preference	67½	5	19	0	—		
L. Mid. & Scot. Rly. 4% Debenture	80¼	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77	5	4	0	—		
L Mid. & Scot. Rly. 4% Preference	73	5	9	6	—		
Southern Railway 4% Debenture	80½	4	19	6	—		
Southern Railway 5% Guaranteed	97½	5	2	6	—		
Southern Railway 5% Preference	92	5	9	0	—		

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Service Lift.

Large Garden at rear. Space for Garage.

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On THURSDAY, 5th MAY, 1927, at 2.30 p.m.
(unless previously disposed of privately).

Solicitors: Messrs. RUBINSTEIN, NASH & Co., 5 & 6, Raymond-buildings, Gray's Inn, W.C.1.

Auctioneers: Messrs.

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The Outlying Portions of

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Auctioneers' Offices: 51A, Lincoln's Inn Fields, W.C.2; 6, Birchin-lane, E.C.3, and Branches.

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In a BEAUTIFUL RURAL DISTRICT, between GUILDFORD and LEATHERHEAD, and only 26 MILES from LONDON.
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at The London Auction Mart, 155, Queen Victoria-street, E.C., on Wednesday, June 15th, 1927, at 2.30 p.m.
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Solicitors: Messrs. Hyde, Mahon & Pascall, 33 Ely-place, E.C.1.
Auctioneers' Offices: 51A, Lincoln's-inn Fields, W.C.2; 6, Birchin-lane, E.C.3, and at Guildford, Woking, and Weybridge.

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at The London Auction Mart, 155, Queen Victoria-street, E.C., on Tuesday, June 28th, 1927, at 2.30 p.m.
Solicitors: Messrs. A. and H. White, 12, Great Marlborough-street, W.1.
Auctioneers' Offices: 51A, Lincoln's Inn-fields, W.C.2, and Guildford.

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Solicitor: J. D. Ritchie, Esq., Port of London Authority, Trinity-square, E.C.
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at the Rose Hotel, Wokingham, on WEDNESDAY, 18th MAY, 1927, at 3 p.m. (unless previously sold by Private Treaty).
Particulars of the Solicitors: Messrs. E. C. Rawlings, Butt & Bowyer, 2, Walbrook, London, E.C.4; from the Special Manager, City Life Assurance Co., Ltd. (in Liquidation), 31, Christopher-street, E.C.2; and from the Auctioneers, Alfred Savill & Sons, 51A, Lincoln's-inn Fields, London, W.C.2 (Telephone, Holborn 4912), and at Guildford, Woking and Weybridge.

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